

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET	1. SOLICITATION NUMBER: N65236-98-R-0400	2. (X ONE) <input type="checkbox"/> a. SEALED BID <input checked="" type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non-responsive to the terms of the solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of the Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawal of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE <i>(Complete mailing address, Including ZIP Code)</i> CO, SPAWARSYSCEN Charleston P.O. BOX 190022 North Charleston, SC 29419-9022				
4. ITEMS TO BE PURCHASED <i>(Brief description)</i> Engineering Support for Navy/Joint C2 Systems				
5. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i> <input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED <input type="checkbox"/> b. THIS PROCUREMENT IS A ___ % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside)</i> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border: 1px solid black; padding: 2px;"> <input type="checkbox"/> (1) Small Business </td> <td style="width: 33%; border: 1px solid black; padding: 2px;"> <input type="checkbox"/> (2) Labor Surplus Area Concerns </td> <td style="width: 33%; border: 1px solid black; padding: 2px;"> <input type="checkbox"/> (3) Combined Small Business/Labor Area Concern </td> </tr> </table>	<input type="checkbox"/> (1) Small Business	<input type="checkbox"/> (2) Labor Surplus Area Concerns	<input type="checkbox"/> (3) Combined Small Business/Labor Area Concern	
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6. ADDITIONAL INFORMATION: Caution to Offerors: No CONTRACT will be awarded under this solicitation at greater than fair and reasonable prices.				
7. POINT OF CONTACT INFORMATION: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border: 1px solid black; padding: 2px;"> a. NAME <i>(Last, First, Middle Initial)</i> HOWELL, GLENDA S. </td> <td style="width: 40%; border: 1px solid black; padding: 2px;"> b. ADDRESS <i>(Include ZIP code)</i> CO, SPAWARSYSCEN Charleston, Charleston CONTRACTS DIVISION, CODE 111 P.O. BOX 190022 NORTH Charleston, SC 29419-9022 </td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"> c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> (NO COLLECT CALLS) (803) 974-5948 </td> <td></td> </tr> </table>	a. NAME <i>(Last, First, Middle Initial)</i> HOWELL, GLENDA S.	b. ADDRESS <i>(Include ZIP code)</i> CO, SPAWARSYSCEN Charleston, Charleston CONTRACTS DIVISION, CODE 111 P.O. BOX 190022 NORTH Charleston, SC 29419-9022	c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> (NO COLLECT CALLS) (803) 974-5948	
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8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>					
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/>	e. OTHER				
9. MAILING LIST INFORMATION <i>(X ONE)</i>					
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM(S) INVOLVED	
10. RESPONDING FIRM					
a. COMPANY NAME			b. ADDRESS <i>(Include ZIP Code)</i>		
c. ACTION OFFICER					
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>		(2) Title		(3) Signature	
				(4) Date Signed <i>(YYMMDD)</i>	

DD Form 1707 Reverse, MAR 90

FOLD

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FROM:

AFFIX
STAMP
HERE

SOLICITATION NUMBER N65236-98-R-0400	
DATE <i>(YYMMDD)</i> 1998 FEB 11	LOCAL TIME 2:00 P.M. EST

TO: CO, SPAWARSYSCEN Charleston
P.O. BOX 190022
North Charleston, SC 29419-9022

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO S1		PAGE OF 1		PAGE 122																																																																																																					
2. CONTRACT NO.		3. SOLICITATION NO. N65236-98-R-0400		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 97 DEC 19		6. REQUISITION/PURCH NO. SEE SCHEDULE																																																																																																					
7. ISSUED BY SPAWAR SYSTEMS CENTER P.O. BOX 190022 POC: GLENDA HOWELL, CODE 1116GH N. Charleston, SC 29419-9022 TELEPHONE: (803) 974-5948				8. ADDRESS OFFER TO (If other than Item 7) BID CUSTODIAN SPAWAR SYSTEMS CENTER P.O. BOX 190022 N. Charleston, SC 29419-9022																																																																																																									
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".																																																																																																													
SOLICITATION																																																																																																													
9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BID BOX, SPAWARSYSCEN Charleston, BLDG 3147, ONE INNOVATION DRIVE, NWS SOUTH ANNEX, HANAHAN, SC until 2:00 P.M. EST (Hour) local time 11 FEBRUARY 1998. CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.																																																																																																													
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OFFER (Must be fully completed by offeror)																																																																																																													
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.																																																																																																													
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.																																																																																																													
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %																																																																																																						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE																																																																																																						
15A. NAME AND ADDRESS OF OFFEROR				CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)																																																																																																							
15B. TELEPHONE NO. (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE																																																																																																					
AWARD (To be completed by Government)																																																																																																													
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION																																																																																																							
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM																																																																																																					
24. ADMINISTERED BY CODE				(If other than Item 7) N65236		25. PAYMENT WILL BE MADE BY CODE																																																																																																							
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE																																																																																																					
IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.																																																																																																													
STANDARD FORM 33 (Rev. 4-85)																																																																																																													

Section B - Contract Line Items

B-100 Supplies/Services and Prices/Cost

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>ESTIMATED AMOUNT</u>
<u>LOT I - BASE PERIOD OF PERFORMANCE</u>			
0001	Engineering, Technical and Support Services for SPAWARSYSCEN Charleston Command and Control (C2) Systems as defined in Section C, Statement of Work	1 LOT	\$ _____ (ESTIMATED COST)
			\$ _____ (FIXED FEE)
			\$ _____ (FCCM)
			\$ _____ (ESTIMATED COST PLUS FIXED FEE AND FCCM)
0002	Contract Data Requirements in accordance with DD Form 1423 attached as Exhibit A		NOT SEPARATELY PRICED

LOT II - FIRST OPTION PERIOD

0003	Engineering, Technical and Support Services for SPAWARSYSCEN Charleston Command and Control (C2) Systems as defined in Section C, Statement of Work	1 LOT	\$ _____ (ESTIMATED COST)
			\$ _____ (FIXED FEE)
			\$ _____ (FCCM)
			\$ _____ (ESTIMATED COST PLUS FIXED FEE AND FCCM)
0004	Contract Data Requirements in accordance with DD Form 1423 attached as Exhibit A		NOT SEPARATELY PRICED

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>ESTIMATED AMOUNT</u>
<u>LOT III - SECOND OPTION PERIOD</u>			
0005	Engineering, Technical and Support Services for SPAWARSYSCEN Charleston Command and Control (C2) Systems as defined in Section C, Statement of Work	1 LOT	\$ _____ (ESTIMATED COST) \$ _____ (FIXED FEE) \$ _____ (FCCM) \$ _____ (ESTIMATED COST PLUS FIXED FEE AND FCCM)
0006	Contract Data Requirements in accordance with DD Form 1423 attached as Exhibit A		NOT SEPARATELY PRICED

LOT IV - THIRD OPTION PERIOD

0007	Engineering, Technical and Support Services for SPAWARSYSCEN Charleston Command and Control (C2) Systems as defined in Section C, Statement of Work	1 LOT	\$ _____ (ESTIMATED COST) \$ _____ (FIXED FEE) \$ _____ (FCCM) \$ _____ (ESTIMATED COST PLUS FIXED FEE AND FCCM)
0008	Contract Data Requirements in accordance with DD Form 1423 attached as Exhibit A		NOT SEPARATELY PRICED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	ESTIMATED AMOUNT
<u>LOT V - FOURTH OPTION PERIOD</u>			
0009	Engineering, Technical and Support Services for SPAWARSYSCEN Charleston Command and Control (C2) Systems as defined in Section C, Statement of Work	1 LOT	\$_____ (ESTIMATED COST) \$_____ (FIXED FEE) \$_____ (FCCM) \$_____ (ESTIMATED COST PLUS FIXED FEE AND FCCM)
0010	Contract Data Requirements in accordance with DD Form 1423 attached as Exhibit A		NOT SEPARATELY PRICED

PART I
1993 EDITION
SECTION B - SUPPLIES OR SERVICES AND PRICES

B-105 FEE ADJUSTMENT

Fee will be paid on each direct labor hour whether performed by the prime contractor or by a subcontractor. The dollar per hour amount is determined by dividing the number of estimated total hours into the fixed fee (fee pool) of the contract. If, during contract performance other direct cost categories or amounts either fail to materialize or are in excess of those estimated or proposed, this shall not constitute a constructive change or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

B-106001 FEE DETERMINATION AND PAYMENT (IDTC) - ALTERNATE I

a. Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract is 1,044,000 hours. The 1,044,000 direct labor hours include 0 uncompensated overtime labor hours.

NOTE: Hours proposed as Other Direct Costs have been excluded from total estimated hours.

b. Types of Delivery Orders.

Both Level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery order will set forth the type of order deemed appropriate by the Government. In the event the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with FAR clause 52.233-1 entitled "Disputes". The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

c. Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE PER HOUR BILLED FROM THE FIXED FEE POOL.

d. Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee pool by the number of estimated total hours.

e. Fee on Modifications to Term Type (Level-of-Effort) Delivery Orders

In the event the hours for a particular delivery order prove insufficient to complete performance under the order, the government may elect to increase the hours by written modification. These hours will be fee bearing at the same dollar per hour amount as in paragraph (h) below.

In the event the hours prove to be in excess of that necessary to complete performance under the order, the government shall decrease the hours by written modification. The fee will be reduced by the amount per hour indicated in paragraph (h) below.

Estimated cost will be increased/decreased as applicable.

f. Fee on Modifications to Completion Type Delivery Orders.

In the event the task(s) required under a particular delivery order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

In the event the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess cost shall be deobligated by modification to the delivery order prior to contract closeout.

g. Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth above, such adjustments shall be made by contract modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated total hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

h. Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor and shall be paid on individual task orders. The amount of fee will be paid at the direct labor hour rate of \$_____ for the base period; \$_____ for option one; \$_____ for option two; \$_____ for option three; and \$_____ for option four. The fee will be paid for services performed. If less performance is required than called for in the Schedule, the fee shall be equitably reduced to reflect the reduction of work. The Government shall make payment of the fixed fee as indicated on individual delivery orders and as invoiced by the contractor subject to the clause of the contract FAR 52.216-8 entitled "FIXED FEE", provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

(To be completed at contract award.)

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to FAR clauses hereof entitled "FAR 52.232-20 Limitation of Cost" or "FAR 52.232-22 Limitation of Funds," either of which clause as incorporated herein shall apply to all individual delivery orders issued under this contract.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

i. Administration.

Each hour authorized under the original delivery order is fee bearing and will be deducted from the estimated total hours under the contract.

Hours added by modification to level-of-effort orders are fee bearing and will be deducted from the estimated total hours.

Hours deleted by modification from a level-of-effort order are available for award on new or existing orders. These hours shall be ordered at the same amount of fee per hour as originally ordered. There are no hours applicable to overrun costs added by modification to completion type orders. Therefore, overruns are not fee bearing and no hours will be deducted from the estimated total hours. Hours applicable to change in scope modifications to completion type orders are fee bearing and are deducted from the estimated total hours.

B107 ESTIMATED LEVEL OF EFFORT

The quantities of labor hours for each labor category shown below, which are to be used by the Offeror for computing total labor costs, represent the Government's current best estimate of requirements. However, the Government can guarantee neither the estimated quantities of man-hours shown for individual labor categories nor the total estimated staff hours. It is recognized that some of the Labor Category titles used in the solicitation may not exactly match the titles normally used in a particular company operation. **Accordingly, in order to permit a rapid comparison between the anticipated labor team shown below and the Offeror's actual labor mix, each proposal must provide the following:**

- (1) Direct labor rates related to the categories specified in the solicitation.
- (2) A statement of the Offeror's normally used nomenclature for each labor category included herein, together with a copy of the Offeror's own position description for each labor category.
- (3) A statement of any additional labor categories, estimated hours and related qualifications for labor cost that will be a direct cost based on the offeror's accounting procedures (e.g. management and administrative labor costs).
- (4) Subcontractor labor hours at all tiers should be shown in the same manner as described in paragraphs (1) through (3) above.

STRAIGHT TIME ESTIMATE						
LABOR CATEGORY	LOT I	LOT II	LOT III	LOT IV	LOT V	TOTAL
Project Manager	2,000	2,000	2,000	2,000	2,000	10,000
TASK MANAGERS						
System Engineer	2,000	2,000	2,000	2,000	2,000	10,000
Logistics	8,000	8,000	8,000	8,000	8,000	40,000
Test and Evaluation	4,000	4,000	4,000	4,000	4,000	20,000
Human Engineering	2,000	2,000	2,000	2,000	2,000	10,000
Security Engineering	500	500	500	500	500	2,500
Software Engineering	3,000	3,000	3,000	3,000	3,000	15,000
Configuration/Data Management	4,000	4,000	4,000	4,000	4,000	20,000
Installation	22,000	22,000	22,000	22,000	22,000	88,000
Task Engineer/Analyst SR	20,000	20,000	20,000	20,000	20,000	100,000
Task Engineer/Analyst JR	8,000	8,000	8,000	8,000	8,000	40,000
Software Analyst	2,000	2,000	2,000	2,000	2,000	10,000
Electronic Technician	48,000	48,000	48,000	48,000	48,000	240,000
Logistics Specialist	22,000	22,000	22,000	22,000	22,000	88,000
Word Processor	20,000	20,000	20,000	20,000	20,000	100,000
Draftsman	6,000	6,000	6,000	6,000	6,000	30,000
File Clerk	500	500	500	500	500	2,500
Data Entry Clerk	10,000	10,000	10,000	10,000	10,000	50,000
Engineering Technologist	6,000	6,000	6,000	6,000	6,000	30,000
Junior Engineering Technologist	8,000	8,000	8,000	8,000	8,000	40,000
TOTALS	198,000	198,000	198,000	198,000	198,000	990,000

OVERTIME LABOR ESTIMATE						
LABOR CATEGORY	LOT I	LOT II	LOT III	LOT IV	LOT V	TOTAL
Task Engineer/Analyst SR	3,000	3,000	3,000	3,000	3,000	15,000
Task Engineer/Analyst JR	1,000	1,000	1,000	1,000	1,000	5,000
Software Analyst	500	500	500	500	500	2,500
Electronic Technician	3,000	3,000	3,000	3,000	3,000	15,000
Logistics Specialist	1,000	1,000	1,000	1,000	1,000	5,000
Word Processor	1,000	1,000	1,000	1,000	1,000	5,000
Draftsman	500	500	500	500	500	2,500
Data Entry Clerk	800	800	800	800	800	4,000
TOTALS	10,800	10,800	10,800	10,800	10,800	54,000

B108 FACILITIES CAPITAL COST OF MONEY

If the offeror proposes facilities capital cost of money as part of his proposed costs, he shall submit a completed DD Form 1861 entitled "Contract Facilities Capital and Cost of Money" and Form CASD-CMF "Facilities Capital, Cost of Money Factors Computation." Documentation supporting the computations shall be submitted with the forms.

B109 OTHER DIRECT COST

a. The Government's best estimate of Other Direct Cost (ODC) items is set forth below. The Government cannot guarantee either the amount for each category or the total estimated amount. Additionally, these amounts do not include any provision for G&A expense or other loading factors.

OTHER DIRECT COSTS	LOT I	LOT II	LOT III	LOT IV	LOT V	TOTAL
Travel/Per Diem	\$ 750,000	\$ 825,000	\$ 900,000	\$ 940,000	\$ 975,000	\$ 4,390,000
Material	\$ 200,000	\$ 225,000	\$ 250,000	\$ 260,000	\$ 270,000	\$ 1,205,000
Subcontracting	\$1,500,000	\$1,600,000	\$1,750,000	\$1,800,000	\$1,875,000	\$ 8,525,000
TOTALS	\$2,450,000	\$2,650,000	\$2,900,000	\$3,000,000	\$3,120,000	\$14,120,000

b. Offerors shall use the stated amounts in the preparation of their cost proposals, except as stated in paragraph (c) below.

c. If the offeror has reason to believe that the amounts estimated by the Government are understated, the offeror shall notify the Contracting Officer in writing. The offeror shall provide a revised estimate and a detailed basis for the revision(s). If the Government finds the rationale to be sound/compelling, the Government will amend the solicitation accordingly. The same is true if the offeror believes the amount is overstated.

If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

d. The offeror shall propose any ODC categories it anticipates will be incurred during the performance of the resulting contract. If the offeror proposes additional categories, it shall propose the associated cost and provide the detailed basis for the additional categories/cost.

(Note: Given the fact that fee shall be earned on a delivered hour basis (i.e., a specified dollar amount per hour performed), and the fact that some portion of the fee rate per hour represents fee on other direct costs, offerors are encouraged to disclose all ODCs which they anticipate will be incurred during contract performance.)

e. Failure of other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

f. Similarly, the fact that the ODCs in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the changes clause or otherwise.

B110 MINIMUM AND MAXIMUM QUANTITIES (89JUL)

As referred to in paragraph (b) of the "Indefinite Quantities" clause of this contract, the contract minimum quantity is a total of \$200,000.00 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

PART I
1993 EDITION
SECTION C - DESCRIPTIONS/SPECIFICATIONS

C-2 SPECIFICATIONS/STATEMENT OF WORK

This contract shall be performed in accordance with the following specifications/statement of work:

STATEMENT OF WORK

1.0 SCOPE

This document describes the technical services and management support a contractor shall provide to Space and Naval Warfare Systems Center (SPAWARSYSCEN) Charleston in the conduct of a Technical Management Assignment (TA) and In Service Engineering Assignment (IDEA) in support of the Space and Naval Warfare Systems Command, Command and Control and Communications Systems.

1.1 BACKGROUND

Space and Naval Warfare Systems Center (SPAWARSYSCEN) Charleston has been established as the Technical Task Manager (TM) and In Service Engineer (ISE) for all Command and Control (C2) systems under the sponsorship of P.D.-17. The TM and ISE assignments for C2 systems includes the overall responsibility for development of "raw" program planning data, program accountability, consolidation of user requirements, technical program execution and managerial interface with other Technical Managers.

For purposes of this contract, C2 is defined as Navy Command and Control Systems [Including but not limited to Navy Tactical Command Systems Afloat (NTCS-A), Operations Support System (OSS), and associated systems] and Joint Command and Control Systems [(Including but not limited to Global Command and Control Systems (GCCS), World Wide Military Command and Control System, (WWMCCS)].

1.2 PERFORMANCE REQUIREMENTS

The contractor shall be familiar with the SPAWARSYSCEN Charleston organizational goals and responsibilities as they relate to the TM and ISE assignments for C2 systems. Moreover, the contractor shall be capable of providing detailed engineering, technical and managerial support to SPAWARSYSCEN Charleston. 3.

1.2.1 AREAS OF SUPPORT

This document outlines the Technical and Management Assistance (TSMA) areas in which the contractor shall perform TSMA areas of support, tasks within those areas and deliverables associated with the tasks are described in the following paragraphs:

1.2.2 PERFORMANCE STRUCTURE

Work to be performed by SPAWARSYSCEN Charleston, as TM and ISE for C2 systems, is divided into categories and projects to facilitate program management and cost accounting. Therefore, a contractor shall establish an organization for the TSMA effort that will accommodate the TM organizational structure and be capable of ensuring a rapid response capability to SPAWARSYSCEN Charleston. The contractor shall provide TSMA to SPAWARSYSCEN Charleston as described in Section C with clarification, when applicable, provided through the issuance of Task Orders by the Ordering Officer. The work level of the TSMA has remained relatively constant, and is expected to remain so over the next few years. However, the government cannot, and is not, guaranteeing such will be the same in future years. The contractor shall establish a professional/support work force who shall become knowledgeable of and proficient in the various projects associated with the TA and IDEA for C2.

2.0 APPLICABLE DOCUMENTS

In accordance with the Federal Acquisition Streamlining Act of 1994, all military and government specifications and standards have been eliminated from this Statement of Work but all work and resulting products shall be accomplished using the most acceptable industry standards and best commercial practices. This does not excuse the contractor from responsibility of meeting these requirements and in fact makes the contractor more liable to provide a quality service and/or product.

2.1 MANUALS

SPAWAR Instruction 4000.10 (Series)	"Integrated Logistic Support Plans (ILSPs) and Operational Logistics Support Summary (OLSS)."
SPAWAR Instruction 11000.1 (Series)	"The Base Electronic System Engineering Plan (BESEP); Policy and Procedures."
Booklet No. 1000 Rev. C	"NAVELEXCENPortsmouth Engineering Drawing Standards"

Computer Aided Drawing (CAD) Standards for Genser Shore Communications Drawings of 3 Aug 90

Computer Aided Drawing (CAD) Standards for Security Group Activities Drawing of 20 Sep 90

DCID 1/21	"Physical Security Standards for Sensitive Compartmented Information Facilities (SCIF)."
DIAM 50-4	"Security of Compartmented Computer Operations."
NACSIM 5203	"Guideline for Facility Design and RED/BLACK Installation."

NFIB/NFIC-9.1/47

"U.S. Intelligence
Community Physical
Security Standards for
Sensitive Compartmented
Information Facilities."

DoD Manual 5200.28

"ADP Security Manual."

NAVELEX Manuals 0101,000-015

"Naval Shore Electronics
Criteria" Series.

AVAILABILITY OF DOCUMENTS

The documents referenced above will be made available for viewing at SPAWARSYSCEN Charleston DET NORFOLK by contacting Susan Howell at (757) 485-6422 ext. 347 for an appointment. It is noted that some of the documents are classified and proper clearance will be needed to review.

3.0 REQUIREMENTS

3.1 GENERAL

3.2 DETAILED TASKS

3.2.1 TASK A: SYSTEMS ENGINEERING TECHNICAL ASSISTANCE

The contractor shall provide engineering and management support resources for investigations and reports relating to project management, concepts, system engineering, performance assessments, compatibility and interoperability and interface. The contractor shall:

- a. Identify technical planning requirements and procedures for the integration of improvements into the C2 system.
- b. Identify technical planning requirements and procedures for the integration of improvements and/or new system/subsystems from other development programs into the C2 system.
- c. Identify and define the interface among the C2 systems as well as other major DoD systems and subsystems used for C2.
- d. Compile and evaluate for technical or schedule impact, technical information on other development or production systems that will be integrated into the C2 system and establish and maintain, as necessary, interface and configuration data.
- e. Conduct technical analysis pertinent to the design, installation and checkout of the C2 systems under the cognizance of the TM for the C2 systems.
- f. Conduct interface/integration design studies and assist in the resolution of interface/integration design deficiencies.

- g. Provide technical assistance to SPAWARSYSCEN Charleston representatives in the performance of on-site surveys for compliance with operational standards in the areas of safety, power, performance and environment and recommend improvements or corrective action.
- h. Review system and technical specifications for development and production of subsystems/components for C2 systems and recommend revisions or corrections thereto.
- i. Assist SPAWARSYSCEN Charleston in the design, development, and checkout of C2 systems under the cognizance of the TM/ISE assignment.
- j. Assist SPAWARSYSCEN Charleston in the design, development, checkout, and integration of specialized interfaces for C2 systems under the cognizance of the TM/ISE assignment.

3.2.1a DELIVERABLE PRODUCT (Data Item A001)

The contractor shall prepare technical reports in the contractor's format delineating:

- a. Recommended planning and procedures for the integration of improvements into the C2 system.
- b. Recommended planning and procedures for the integration of other development or production systems into the C2 system.
- c. Identification and definition of the interface among C2 systems.
- d. Technical and schedule impact resulting from the integration of other development or production systems into the C2 system.
- e. Results of technical analyses pertinent to design, installation and checkout of C2 system.
- f. Results of integration/interface design studies and recommended solutions for integration/interface design deficiencies/discrepancies.
- g. Recommended improvements or corrective action resulting from on-site surveys.
- h. Results of specification reviews including recommended revision or correction thereto.
- i. Results of C2 systems design, development, and checkout.
- j. Results of C2 systems specialized interface design, development, and integration.

3.2.1b SCHEDULE

Specific schedules will be specified in Task Orders. (TO)

3.2.2 TASK B: MANAGEMENT ASSISTANCE

The contractor shall provide management support resources for management assistance. The contractor shall:

- a. Analyze for trends, variances and compliance with Navy approved objectives, C2 system documentation, including but not necessarily limited to operational requirements, budgets, program planning, program analysis and technical managerial guidance. Develop graphic and textual briefings or report material for executive level management briefings.
- b. Using material provided by the COR, compile and maintain funding status documentation and information for the C2 systems.
- c. Compile and maintain contract documentation provided by the COR and prepare integrated milestone information showing program schedules from contractors and government agencies participating in the C2 system program.
- d. Attend with SPAWARSYSCEN Charleston representatives and audit planning, scheduling and technical meetings conducted by industry and government organizations. Assess and report on the feasibility of accomplishing the objectives presented and their compliance with DOD policy and procedure guidance.
- e. Develop and maintain graphic representations on program planning, scheduling and trend analysis, including but not necessarily limited to dependency networks, milestone and work breakdown structures, to permit rapid visual assessment by Navy Management of progress relative to approved program plans for the C2 system.
- f. Develop "draft" requirements consistent with project budgets, schedules and objectives for tasks to be undertaken by organizations participating in the development, design, installation and checkout of the C2 system.
- g. Review cost estimates and projections submitted by industry and government activities participating in the Navy's systems program and, using the information derived, establish a baseline to develop independent cost estimates for projects.
- h. Review proposals, studies and reports submitted to the TM for C2 systems by industry or government agencies. Assess their feasibility from both the technical and management aspects for accomplishment of stated objectives therein and ascertain the impact on the on-going planned C2 systems program, if accepted.

3.2.2a DELIVERABLE PRODUCT

The contractor shall prepare:

- a. Graphics and textual briefing or report material. (DATA ITEM B001)
- b. Funding status documentation. (DATA ITEM B004)
- c. Contract documentation and integrated milestone information. (DATA ITEM B005)
- d. Trip and visit reports in the contractor's format that address, but are not necessarily limited to, purpose of the trip or meeting, attendees, assessment of feasibility for accomplishing stated objectives and compliance with DoD policy and procedures. (DATA ITEM B002)

- e. Graphics displays addressing program planning, scheduling and trend analysis. (DATA ITEM B006)
- f. A technical report in the contractor's format delineating "draft" requirements for C2 system design, installation or checkout tasking for participating industry and government activities. (DATA ITEM B003)
- g. A technical report in the contractor's format delineating the results of the cost analysis conducted on cost estimates and projections submitted by industry and government activities supporting the C2 system program. (DATA ITEM B003)
- h. A technical report in the contractor's format delineating the results of the review and analysis of proposals, studies and reports submitted to the TM for C2 systems by industry and government agencies. (DATA ITEM B003)

3.2.2b SCHEDULE

Specific schedules will be specified in Task Orders (TO).

3.2.3 TASK C: CONFIGURATION AND DATA MANAGEMENT

The contractor shall furnish technical and management support resources for studies, analyses, and reports relative to configuration and data management policy, procedures, reporting and document control. The contractor shall:

- a. Conduct analyses to establish the currency of existing configuration management policy, procedures and reports for the C2 systems and develop recommended revisions to the configuration management document control.
- b. Attend with SPAWARSYSCEN Charleston representatives, audit and report on the proceedings of configuration management meetings, conferences and boards.
- c. Review engineering change proposals (ECP) to the C2 system and ascertain the feasibility of the impact on on-going and planned C2 systems by approving the ECP.
- d. Obtain and analyze the data required to implement and maintain configuration control for the C2 systems in the field.
- e. Assemble current and historical documentation identifying the configuration status of the C2 system and develop configuration management specifications and guidance documentation.
- f. Review reports, plans and technical manuals delivered by contractors and government activities for adherence to establish specifications and guidance.
- g. Develop configuration control documentation for C2 systems.

3.2.3a DELIVERABLE PRODUCT

The contractor shall prepare:

- a. A technical report in the contractor's format delineating the results of the analyses of the existing configuration management policy, procedures and reports for the C2 system including recommended revisions to the configuration management document control program. (DATA ITEM C001)
- b. A technical report in the contractor's format delineating the results of meetings attended. (DATA ITEM C001)
- c. A technical report in the contractor's format delineating the results of the ECP review including a feasibility and impact statement should an ECP be approved. (DATA ITEM C001)
- d. Graphic displays addressing, by C2 site, but not necessarily limited to, the configuration baseline, ECP applicability, ECP status and milestones for accomplishment. (DATA ITEM C002)
- e. A technical report in the contractor's format delineating the results of the review and analyses of reports, plans and technical manuals for adherence to establish configuration management specifications and guidance. (DATA ITEM C001)
- f. Configuration control documentation. Format shall be as done in the contractor's format utilizing approved industry standards.

3.2.3b SCHEDULE

Specific schedules will be specified in Task Orders (TO).

3.2.4 TASK D: INTEGRATED LOGISTICS SUPPORT

The contractor shall provide the technical and management support resources for Integrated Logistics Support (ILS). The contractor shall:

- a. Evaluate logistics support requirements for the C2 system and estimate the cost required to bring each logistics element to its required level of support.
- b. Evaluate maintenance problems to identify discrepancies and/or deficiencies in C2 system hardware and software. When tasked, develop procedures for data collection on specific equipment problems, analyze the data and develop recommendations for improvement.
- c. Assess existing and planned maintenance on the C2 system equipment and develop recommendations for improvement.
- d. Develop planning and procedures for the installation and checkout of the C2 systems equipment to ensure that full ILS requirements are met.
- e. Develop ILS segments for "draft" installation plans for the C2 system.
- f. Review logistics support planning requirements for supply, maintenance, installation and training and develop new or revised material for inclusion in existing logistics support concepts and requirements.

- g. Develop Integrated Logistics Support Plans (ILSPs) and/or Operational Logistics Support Summaries (OLSSs) for C2 systems. When required, develop Logistic Support Summaries (LSSs) for designated installations of the C2 system.
- h. Maintain current ILSPs and OLSSs by preparing updates to the documents.
- i. Review proposed C2 systems requisition packages and, in particular, statements of work and contract data requirement lists to ensure that ILS requirements are identified.
- j. Review ECPs to ensure that all logistics support requirements that may be impacted by the proposed change have been considered.
- k. Evaluate Engineering Change Proposals (ECPs) to identify the logistical impact of each ECP upon individual and equipment systems and evaluate implementation scheduling impact.
- l. Review Navy Training Plans for completeness and accuracy.
- m. Develop Navy Training Plans for C2 systems.
- n. Compare provisioning documentation to engineering drawings, technical manuals, hardware audits, hardware modifications and allowance parts list (APL) to identify differences among them, if any, and submit recommendations for resolving the differences.
- o. Assemble the data required for completion and submission of request for depot support of C2 system.
- p. Provide equipment failure data status accounting through analysis of failure reports applicable to equipment installed. These analyses should apply to individual equipment and should identify differences between predicted versus actual failure rates.
- q. Attend with SPAWARSYSCEN Charleston representatives, meetings addressing the logistic support requirements, e.g., Navy Training Conference and report on the proceedings.
- r. Prepare recommended responses to ILS correspondence and provide the requisite background information to support what is stated in the reply.

3.2.4a DELIVERABLE PRODUCT

The contractor shall prepare:

- a. A technical report in the contractor's format delineating deficiencies/discrepancies in logistics support requirements and a cost estimate to bring each logistics element to its required level of support. (DATA ITEM D001)
- b. A technical report in the contractor's format delineating the results of the evaluation of equipment/system maintenance problems and an identification of the equipment that should be subjected to further analyses. (DATA ITEM D001)

- c. A technical report in the contractor's format delineating the results of the assessment of the existing and planned maintenance program for the C2 system including recommendations for improvements. (DATA ITEM D001)
- d. A technical report in the contractor's format delineating recommended ILS elements to be included in installation and checkout plans and procedures. (DATA ITEM D001)
- e. A technical report in the contractor's format delineating ILS elements that should be considered in the preparation of "draft" installation plans. (DATA ITEM D001)
- f. A technical report in the contractor's format delineating new or revised material for inclusion in existing logistics support concepts and requirements. (DATA ITEM D002)
- g. Integrated Logistics Support Plans and Operational Logistic Support Summaries prepared in accordance with SPAWAR Instruction.10 (series). (DATA ITEM D003)
- h. Appropriately numbered changes to existing ILSPs and OLSSs supporting the C2 systems, retaining the format of the original document. (DATA ITEM D004)
- i. A technical report in the contractor's format delineating deficiencies, discrepancies or omission of ILS requirements in proposed acquisition packages. (DATA ITEM D002)
- j. A technical report in the contractor's format recommending approval or disapproval, with substantiating reasons, of an ECP from logistics support considerations. (DATA ITEM D002)
- k. A technical report in the contractor's format delineating the results of the logistical assessment of each ECP upon individual equipment/systems and the impact of scheduling implementations. (DATA ITEM D007)
- l. An annotated copy of the Navy Training Plan indicating deficiencies, discrepancies or omissions affecting completeness and accuracy. (DATA ITEM D005)
- m. Navy Training Plan. (DATA ITEM D002)
- n. A technical report in the contractor's format delineating recommendations for resolving differences between provisioning documentation and related documentation; such as engineering drawings, technical manuals, hardware audits, hardware modification and APLs.
- o. Requests for depot support of C2 system. (DATA ITEM D010)
- p. Graphic displays addressing equipment failure data status. (DATA ITEM D008)
- q. A meeting report in the contractor's format delineating the purpose of the meeting and the outcome. (DATA ITEM D006)
- r. Letter responses to ILS correspondence in approved Government format. (DATA ITEM D009)

3.2.4b SCHEDULE

Specific schedules will be specified in Task Orders (TO).

3.2.5 TASK E: TEST AND EVALUATION

The contractor shall provide the technical and management support resources for test and evaluation planning and conduct. The contractor shall:

- a. Review master test plans, test plans and test procedures to ascertain that the test planning meets test requirements and that program schedules, test resources and performance objectives will be achieved.
- b. Evaluate developmental and operational testing and analyze test results to determine if the C2 system meets stated requirements.
- c. Develop system/hardware/software test specifications and procedures for the conduct of independent analysis and testing of the C2 system hardware.
- d. Conduct system/hardware/software tests in accordance with procedures to be provided by the government.

3.2.5a DELIVERABLE PRODUCTS

The contractor shall prepare:

- a. A technical report in the contractor's format delineating the results of the review of test planning and conduct documentation. (DATA ITEM E001)
- b. A technical report in the contractor's format delineating the results of the analyses of contractor test results. (DATA ITEM E001)
- c. Hardware/software test specifications and procedures in accordance with technical direction in the Task Order (TO). (DATA ITEM E002)
- d. A technical report in the contractor's format delineating the results of the system/hardware testing. (DATA ITEM E001)

3.2.5b SCHEDULE

Specific schedule will be specified in Task Orders (TO).

3.2.6 TASK F: RELIABILITY AND MAINTAINABILITY (R&M)

The contractor shall provide the technical and management support resources for reliability and maintainability planning and evaluation. The contractor shall:

- a. Review documentation submitted by industry and government activities to ensure that R&M considerations have been included.

- b. Conduct reliability and maintainability studies in accordance with technical direction provided in the Task Order.

3.2.6a DELIVERABLE PRODUCTS

The contractor shall provide a technical report in the contractor's format delineating:

- a. Results of the documentation review and recommendations for improvement if required. (DATA ITEM F001)
- b. Results of R&M studies conducted. (DATA ITEM F001)

3.2.6b SCHEDULE

Specific schedules will be specified in Task Orders.

3.2.7 TASK G: INSTALLATION

The contractor shall provide the technical and management support resources for installation of the C2 system equipment. The contractor shall:

- a. Accompany SPAWARSYSCEN Charleston personnel on site surveys and collect the preliminary data for preparation of the Base Electronic Systems Engineering Plan (BESEP), installation drawings, etc.
- b. Prepare the BESEP for submission to the COR for consideration and approval.
- c. Develop installation design packages for C2 systems.
- d. Accomplish site preparation efforts in accordance with standards and installation plans, ensuring that local construction installation requirements are considered or are in accordance with clarification provided by Task Orders.
- e. Install C2 program components/subsystem/system at specified C2 activities.
- f.. In coordination with the user and SPAWARSYSCEN Charleston personnel, prepare, conduct and evaluate a user acceptance test.

3.2.7a DELIVERABLE PRODUCTS

- a. A technical report in the contractor's format delineating areas of deficiencies/omissions requiring special consideration during installation planning. (DATA ITEM G001)
- b. BESEP in accordance with NAVELEX Instruction 11000.1 (series), (DATA ITEM G002)
- c. Installation design packages for C2 systems. Engineering drawings shall be developed in accordance with NAVELEXCEN Portsmouth Engineering Drawing Standards - Booklet No.10000 Rev. C and Computer Aided Drawing (CAD) STANDARDS FOR GENSER SHORE COMMUNICATIONS DRAWINGS of 3 Aug 90 or Computer Aided Drawing (CAD) STANDARDS FOR SECURITY

GROUP ACTIVITIES DRAWINGS of 20 Sep 90 as appropriate for the site in which the installation is to occur. (DATA ITEM G005)

- d. A report in the contractor's format stating that the site has been prepared and is ready to receive the designated component/ subsystem/system. (DATA ITEM G003)
- e. A report in the contractor's format stating that the system is ready for checkout testing. (DATA ITEM G003)
- f. A report in the contractor's format stating that the system is ready for user acceptance testing. (DATA ITEM G003)
- g. User acceptance test plan and procedures. (DATA ITEM G004)

3.2.7b SCHEDULE

Specific schedules will be specified in Task Orders (TO).

3.2.8 TASK H: SOFTWARE ENGINEERING SUPPORT

The contractor shall provide the technical and management support resources for computer software development, maintenance and documentation. The contractor shall:

- a. Define and assess computer software requirements and develop applicable software planning documentation to support C2 special projects.
- b. Review system and subsystem specifications to determine completeness and adherence to C2 requirements.
- c. Review performance and design specifications, program description documentation and other documentation to determine completeness, adequacy, consistency and adherence to C2 requirements and quality assurance programs.
- d. Evaluate contractor software development plans, configuration management procedures, library controls, software development procedures, software support facilities, and quality assurance programs for adherence to contract requirements.
- e. Review and assess the adequacy of computer resources in life cycle management plans.
- f. Attend with SPAWARSYSCEN Charleston representatives, audit and evaluate C2 system/subsystem preliminary and critical design reviews and functional/physical configuration audits.
- g. Evaluate developmental and operational testing and analyze test results to determine if the software fulfills C2 system requirements.
- h. Develop software test specifications and procedures for the conduct of independent analysis and testing of the software.
- i. Define and assess computer software requirements and develop applicable software to support C2 programs.

3.2.8a DELIVERABLE PRODUCT

The contractor shall prepare:

- a. Software planning documentation in the contractor's format to support C2 special projects. (DATA ITEM H001)
- b. A technical report in the contractor's format delineating the results of the review and analyses of system and subsystem specifications. (DATA ITEM H001)
- c. A technical report in the contractor's format delineating the results of the review and analyses of performance and design specifications, program description documentation and other related documentation. (DATA ITEM H001)
- d. A technical report in the contractor's format delineating the results of the review and analyses of contractor software development plans, configuration management procedures, library control, software development procedures, software support facilities and quality assurance programs. (DATA ITEM H001)
- e. A technical report in the contractor's format delineating the results of the review and assessment of the adequacy of computer resources in life-cycle management plans. (DATA ITEM H001)
- f. A meeting report in the contractor's format delineating an evaluation of system/subsystem preliminary and critical design reviews and functional/physical configuration audits with respect to achieving C2 requirements. (DATA ITEM H002)
- g. A technical report in the contractor's format delineating the results of the analyses of contractor test results. (DATA ITEM H001)
- h. Software test specifications and procedures in accordance with the technical direction provided in the TO. (DATA ITEM H003)
- i. Software code and documentation. The code and documentation is to conform to industry standards. (DATA ITEM H004 and H005)

3.2.8b SCHEDULE

Specific schedules will be specified in Task Orders (TO).

3.2.9 TASK I: SECURITY ENGINEERING SUPPORT

The contractor shall provide the technical and management support resources for studies, analyses and reports relative to security requirements as they relate to Command and Control Systems Automatic Data Processing Equipment (ADPE) security, hardware and software security, communications security, personnel security, administrative security, physical security and TEMPEST. Specifically, the contractor shall:

- a. Conduct trade-off analyses to determine security requirements and methods of implementation of ADPE including hardware, firmware, software, and operational procedures.
- b. Review design, development and implementation documentation prepared to support new, upgraded or transition installation planning for command and control equipment, subsystems or systems for compliance with security requirements. The contractor shall be guided by the provisions of DoD Manual 5200.28, "ADP Security Manual" in the conduct of the review.
- c. Explore and document computer program/data base security requirements and methodologies for preventing unauthorized access.
- d. Explore and document physical security requirements and methodologies for preventing unauthorized access.
- e. Survey installation sites for compliance with identified security requirements.
- f. Perform trade-off analyses between security requirements, information flow and cost.
- g. Review-documentation supporting equipment TEMPEST testing and accreditation for completeness and suitability for introduction into the command and control system.

3.2.9a DELIVERABLE PRODUCTS

The contractor shall prepare:

- a. A technical report in the contractor's format, delineating the results of trade-off analyses. (DATA ITEM I001)
- b. A technical report in the contractor's format, delineating the results of documentation review with comments and recommendations. (DATA ITEM I001)
- c. A technical report in the contractor's format, delineating the results of computer program/data base evaluation. (DATA ITEM I001)
- d. A technical report in the contractor's format delineating the results of physical security evaluations. (DATA ITEM I001)
- e. A technical report in the contractor's format delineating site survey results. (DATA ITEM I001)
- f. A technical report in the contractor's format delineating the results of the trade-off analyses. (DATA ITEM I001)
- g. A technical report in the contractor's format delineating the results of documentation review and provide comments and recommendations. (DATA ITEM I001)

3.2.9b SCHEDULE

Specific schedules will be specified in Task Orders (TO).

3.2.10 TASK J: HUMAN AND SYSTEM SAFETY ENGINEERING

The contractor shall provide the technical and management resources for studies, analyses and reports to support Human Engineering and System Safety Program efforts in the installation of new, upgraded or transition C2 equipment, subsystems or systems. The contractor shall:

- a. Review documentation submitted by industry and government activities to ensure that human engineering planning, analysis and design efforts meet identified requirements.
- b. Develop a human engineering program plan tailored to site specific requirements.
- c. Analyze design concepts for proposed command and control, systems and facilities to determine the impact of the application of human engineering and system safety design criteria on system or facility designs.
- d. Prepare detailed equipment performance specifications in accordance with established human engineering and system safety criteria.
- e. Develop a system safety program plan tailored to site specific requirements.

3.2.10a DELIVERABLE PRODUCTS

The contractor shall prepare:

- a. A technical report in the contractor's format delineating the results of the documentation review to include comments and recommendations, if any. (DATA ITEM J001)
- b. A Human Engineering Program Plan in the contractor's format. (DATA ITEM J002)
- c. A technical report in the contractor's format delineating the results of design concept analysis. (DATA ITEM J001)
- d. Equipment performance specifications in accordance with the format specified by supplemented technical direction. (DATA ITEM J003)

3.2.10b SCHEDULE

Specific schedule will be specified in Task Orders (TO).

3.3 REPORTS (DATA ITEM K001)

The contractor shall prepare a management report including work progress, status of assigned tasks orders and cost reporting. The report shall be submitted monthly beginning 10 days after the end of the first full calendar month of the contract and shall be submitted to the COR and Contracting Office.

The report shall be typewritten on letter size paper (8 ½" x 11") and secured on the left side. The report shall include, but is not necessarily limited to, the following:

- a. Contractor's name and address

- b. Contract number
- c. Date of report
- d. Title
- e. Serial number of the report
- f. Period covered by the report
- g. Description of progress made during the period reported, including problem areas encountered and recommendations, if any, for subsequent solution beyond the scope of this contract.
- h. Results obtained relative to previously identified problem areas.
- i. Manhours per labor category expended for the period reported and cumulative total as of the end of the period reported, and hours remaining. All hours worked, compensated and uncompensated, shall be included. Total uncompensated hours worked should be specifically noted.
- j. Costs incurred for the period reported and cumulative total per labor category and contractual expenditures as of the end of the period reported and funds remaining, to include overtime premiums per labor category, "Other Direct Costs" (travel, material and subcontracts) and indirect costs.
- k. Cost curves portraying actual versus projected contractual expenditures as of the end of the period reported.
- l. Trips and significant results, if applicable.
- m. Contract schedule status.
- n. Plans for activities during the following period, if different from the activities reported for the reported period.
- o. Name(s) and telephone number(s) of person(s) preparing the report.

The report shall bear the signature of the Project Manager as well as the signature of the contractor's approving and releasing authority. A final report at the completion of the contract is required.

3.4 FACILITIES

- a. The offeror shall maintain a facility within the Norfolk, Virginia local area and within the Charleston, South Carolina local area, as required, to support SPAWARSYSCEN Charleston to perform the tasks set forth for this effort. For this effort, the Norfolk, Virginia, local area is defined as that geographical area within a 50-mile radius of Portsmouth, Virginia. The Charleston, South Carolina local area is defined as that geographical area within a 50-mile radius of the SPAWARSYSCEN, Charleston headquarters building in Hanahan.
- b. Contractor must possess a TOP SECRET Facility clearance and an environmentally controlled space at the Norfolk facility and at the Charleston facility, to support performance of this contract. The contractor shall possess a minimum of 4500-5000 square feet (including 300 square feet of maintenance and

storage space). Such space to include, as a minimum, areas for office, technical library, graphics, word processing, classified material storage and convenience room(s).

c. Each contractor facility shall have:

1. Classified storage capability for up to TOP SECRET documents. (Top secret storage certification shall be received within 30-60 days after contract award.)
2. Conference room for discussion of classified information up to TOP SECRET.
3. Adequate storage for documentation generated for the contract or used as reference material.
4. Computer Aided Drafting (CAD) System compatible with AUTOCAD from AUTODESK, Inc.
5. Word Processing Equipment/Software capable of producing files compatible with OFFICEWRITER, MICROSOFT WORD for Windows, or WORDPERFECT for Windows word processing software.
6. Graphics presentation development capability compatible with HARVARD GRAPHICS for PC compatible systems or ALDUS PERSUASION for Apple MacIntosh systems.

d. The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and the contractor shall not be entitled to any direct payment in connection with any personnel set in readiness at or brought to such facility in preparation or in expectation of work to be performed under the contract. In addition, the contractor shall not be entitled to any direct payment in connection with any personnel, material, or equipment moving costs associated with providing support under the contract during or after any movement of SPAWARSYSCEN Det Norfolk personnel to the SPAWARSYSCEN Charleston headquarters. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract.

3.5 PLACE OF PERFORMANCE

- a. Contractor's facility.
- b. SPAWARSYSCEN DET NORFOLK, VA.
- c. SPAWARSYSCEN in Charleston, SC.
- d. Facilities and ships within CONUS.
- e. Facilities and ships worldwide.

It is anticipated that approximately 60% of the required work will be performed at the contractor's facility or SPAWARSYSCEN, Charleston.

3.6 PERSONNEL SECURITY REQUIREMENTS

- a. It is required that all "key personnel" (labor categories for whom resumes were required to be submitted prior to award) proposed for this requirement SHALL hold or have in process a SECRET or higher security clearance.
- b. As a minimum the following individuals SHALL have TOP SECRET clearances at the TIME OF SUBMISSION OF THE PROPOSAL:

<u>LABOR CATEGORY</u>	<u>NUMBER OF EMPLOYEES</u>
TASK MANAGER (SYSTEMS ENGINEERING)	1
TASK MANAGER (SOFTWARE ENGINEERING)	1
TASK ENGINEER/ANALYST (SENIOR)	3
SOFTWARE ANALYST	3
ELECTRONICS TECHNICIAN	2

Additional personnel may be required to obtain TOP SECRET Security clearances during contract performance.

c. In some cases a Special Intelligence (SI) clearance will be required for access to a C2 site and required personnel shall be clearable for Special Background Investigation (SBI) to perform SI tasks. As a minimum the following personnel shall have current (completed within the last five years) SINGLE SCOPE BACKGROUND INVESTIGATIONS (SSBI) or SPECIAL BACKGROUND INVESTIGATIONS (SBI).

<u>LABOR CATEGORY</u>	<u>NUMBER OF EMPLOYEES</u>
TASK ENGINEER/ANALYST (SENIOR)	3
ELECTRONICS TECHNICIAN	1

NOTE: The engineering support to be provided by the contractor requires access to Navy Joint Command classified operational areas. Without appropriate clearances, individuals can not gain access to these areas. The requested contract is a follow-on to an existing engineering support contract under which a significant amount of work is occurring within classified norms by personnel with appropriate clearances. Interruption of that work, while waiting for personnel to be granted security clearances, will result in unacceptable degradation of the operational readiness of Command and Control Systems on board U.S. Navy warships and support facilities ashore.

3.7 STANDARD OF WORKMANSHIP

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

3.8 TIMEKEEPING

- a. Straight Time: is defined as a workweek of 40 hours (in accordance with FAR 22.103-1).
- b. Overtime: is defined as any time worked by a contractor's employee in excess of the employee's normal workweek (in accordance with FAR 22.103-1). Overtime shall be used only upon prior approval by the Ordering Officer.

3.9 RELOCATION COSTS

No relocation costs will be allowed for relocating contractor employees assigned to work under resultant contract.

3.10 PERSONNEL QUALIFICATIONS

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned (see clause L630 in Section L) . The contractor shall provide Letters of Commitment from its current employees that state that they will remain employed by the contractor and will work on the resulting contract, at the required place(s) of performance. Letters of Commitment must be submitted for contingent hires, which are defined as person(s) who are not currently employed by the contractor, but who have executed binding Letter(s) of Commitment for employment with the contractor, contingent upon contract award at the required place of performance.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in task orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

3.10.1 SPECIAL NOTES:

- a. Basic education requirements for all professional engineering positions, unless alternate requirements are acceptable as indicated in 1.2 below, shall be evaluated in accordance with the following direction:
 1. Resume must show successful completion of a full 4 year professional engineering curriculum leading to a bachelor's or higher degree in engineering at an accredited college or university. To be accomplished, the curriculum must:
 - a. Be In school of engineering with at least one curriculum accredited by the Engineer's Council for Professional Development (ECPD) as a professional engineering curriculum; or
 - b. Include differential and integral calculus and courses (more advanced than first year physics and chemistry) in five of the following seven areas of engineering science or physics:
 - (1) Statics, dynamics
 - (2) Strength of materials (stress-strain relationship)
 - (3) Fluid mechanics, hydraulics
 - (4) Thermodynamics

- (5) Electrical field and circuits
- (6) Nature and properties of materials (relating particle and aggregate structures to properties)
- (7) Other comparable area of fundamental engineering science or physics, such as optics, heat transfer, soil mechanics, or electronics.

2. The alternate requirements listed below may be substituted for a bachelor's degree in engineering for the following labor categories: (1) project manager; (2) task manager (test and evaluation); (3) task manager (security engineering); (4) task manager (software engineering); and (5) task manager (configuration and data management).

Candidate may substitute for the basic requirement an alternate requirement of at least 4 years of college level education, training, and/or technical experience that furnished (1) a thorough knowledge of the physical and mathematical sciences underlying professional engineering, and (2) a good understanding both theoretical and practical, of the engineering and sciences and techniques and their applications to one of the branches of engineering. This knowledge and understanding must be equivalent to that provided by a full 4 year professional engineering curriculum, as described in the basic requirements above. The adequacy of each candidate's background must be demonstrated by one of the following:

(a)**Professional Registration.** Current registration as a professional engineer by any state, Guam, Puerto Rico, or the District of Columbia.

(b)**Written Test.** Evidence of having successfully passed the Engineer-in-Training Examination, or the written test required for professional registration which is administered by the Boards of Engineering Examiners in various States, District of Columbia, Puerto Rico, or Guam.

(c)**Specified Academic Courses.** Successful completion in an accredited college or university of at least 60 semester hours of courses in the physical, mathematical and engineering science in the basic requirement of a professional engineering curriculum as described in the basic requirements above, and related curriculum. Successful completion in an accredited college of a full 4 year or longer related curriculum leading to a bachelor's degree in engineering technology or in an appropriate professional field (e.g., physics or architectural) may be accepted in lieu of a degree in engineering provided the candidate has, in addition to all other "general" and "specialized experience requirements specified under this solicitation/ contract, at least 1 year of professional engineering experience acquired under a professional engineering plan of intensive training to develop professional engineering type experience (e.g., in interdisciplinary positions).

- 3. Engineering experience will NOT be credited unless it was gained after award of the required engineering degree.
- 4. A task manager may perform under more than one labor category, i.e., systems engineering and software engineering; thus, the same person may be proposed for more than one task manager category. If one person is proposed for more than one task manager position, a separate resume, tailored to the respective labor category, shall be submitted for each position.
- 5. Unless general or specialized experience identified under labor categories below specifically specifies experience gained in the armed forces or civilian community, the experience can be acquired in either the armed forces or civilian employment. Also the particular armed forces branch is not relevant unless specifically identified. When not specifically called out in the general and specialized experience

requirements, the source of the experience is unimportant. However, the kind of experience remains critical.

6. "Progressive" experience requirement for tasks managers, is defined as increasing in depth and scope, not stagnant during overall career. This includes individuals who have had "progressive experience" throughout their career, but present job requires less experience than last job.
7. Task Engineer/Analyst (Senior). If one employee is proposed for two disciplines (functional areas), the candidate must have 5 years of relevant experience in each functional area for which candidate is proposed.
8. When a specific number of years of experience is specified for a string of disciplines, i.e., "software development, integration and testing," the proposed individual is not required to have the minimum number of years of experience in each discipline. The individual must demonstrate experience in all areas and the aggregate of experience must meet the minimum number of years.
9. For purposes of personnel requirements listed below the following definition applies: (1) relevant experience is experience which relates to engineering associated with C2 systems.
10. Experience can have been gained concurrently to meet both General and Specialized requirements, provided that experience meets the individual requirements for both.
11. Hands-on Experience: Required technical experience for the task engineer/analyst (senior), task engineer/analyst (junior), software analyst/programmer and electronic/communications technician labor categories shall be hands-on experience, not managerial experience of persons performing hands-on-work.
12. Degree Requirements: All degrees required shall be from universities accredited in the respective curriculum for the specified degree as indicated in "CREDITED INSTITUTIONS OF POST SECONDARY EDUCATION" by the American Council on Education.

3.10.2 SPECIFIC

3.10.2.1 PROJECT MANAGER

- a. **EDUCATION REQUIREMENTS:** Shall have a Bachelor's Degree in engineering with an advanced degree (Master's or higher) in Engineering, Management, Operations Research, or Business. Three (3) years (in addition to the ten years specified below) of specific project management experience may be substituted for the advanced degree requirement.
- b. **EXPERIENCE:** Ten years (13 years without advanced degree) in supervising and conducting analyses, studies, and projects similar to those specified in the statement of work hereto. Shall specifically demonstrate by virtue of previous experience a working knowledge of the Navy's system acquisition and development process, C2 Programs and the WWMCCS/GCCS. Must also present documented evidence of experience in conducting, publishing, and presenting analyses/studies similar to those specified in the statement of work and must evidence previous experience interfacing with "high-level" Navy managers.

3.10.2.2 TASK MANAGERS

3.10.2.2.1 TASK MANAGER (SYSTEMS ENGINEERING)

- a. **EDUCATION REQUIREMENTS:** Shall have Bachelor's Degree in Engineering.
- b. **GENERAL EXPERIENCE:** Minimum of five (5) years of progressive experience in systems engineering of C2 Systems.
- c. **SPECIFIC EXPERIENCE:** At least one (1) of the five years of experience directly associated with the Navy Command and Control System (NCCS) Ashore, the Navy Tactical Command System Afloat (NTCS-A), the World Wide Military Command and Control System (WWMCCS), or the Global Command and Control System (GCCS) and at least two (2) of the five (5) years as a direct supervisor.

3.10.2.2.2 TASK MANAGER (LOGISTICS)

- a. **EDUCATION REQUIREMENTS:** Shall have (1) Bachelor's Degree or (2) Associate Degree with an additional 30 semester hours successfully completed in an accredited college, university, or trade school.
- b. **GENERAL EXPERIENCE:** Minimum of five (5) years of progressive experience in Navy life cycle support planning and execution.
- c. **SPECIFIC EXPERIENCE:** At least two of the five years of progressive experience must be as a direct supervisor. At least one of the five years must include working with C2 Program ashore and/or afloat.

3.10.2.2.3 TASK MANAGER (TEST AND EVALUATION)

- a. **EDUCATION REQUIREMENTS:** Shall have a Bachelor's degree in engineering.
- b. **GENERAL EXPERIENCE:** Minimum of five (5) years of progressive experience in test planning, execution and evaluation of ADP based systems supporting Navy C2.
- c. **SPECIFIC EXPERIENCE:** At least two (2) of the five years of above experience shall have been as a direct supervisor.

3.10.2.2.4 TASK MANAGER (HUMAN AND SAFETY ENGINEERING)

- a. **EDUCATION REQUIREMENTS:** Shall have a Bachelor's degree in engineering with an advanced degree (Master's or higher) in human factors engineering. Two years of additional experience (in addition to general experience requirements) may be substituted for the advanced degree requirement.
- b. **GENERAL EXPERIENCE:** Three years of progressive experience in human factors engineering of computer based information systems in the design and implementation of man/machine interface. (Five years required if no advanced degree.)
- c. **SPECIFIC EXPERIENCE:** At least two of the three (or five years) as a direct supervisor.

3.10.2.2.5 TASK MANAGER (SECURITY ENGINEERING)

- a. **EDUCATION REQUIREMENTS:** Shall have a Bachelor's degree in engineering.
- b. **GENERAL EXPERIENCE:** Minimum of five (5) years of progressive experience in security engineering in ADP, hardware and software, communications, personnel and physical security applications in C2 systems.
- c. **SPECIFIC EXPERIENCE:** At least two (2) of the five (5) years of progressive experience as a direct supervisor.

3.10.2.2.6 TASK MANAGER (SOFTWARE ENGINEERING)

- a. **EDUCATION REQUIREMENTS:** Shall have a Bachelor's degree in Computer Science, Engineering, Mathematics, or Physics.
- b. **GENERAL EXPERIENCE:** Minimum of five (5) years of progressive experience in software engineering for design and development of ADP systems employed in C2 systems.
- c. **SPECIFIC EXPERIENCE:** At least two (2) of the five (5) years of progressive experience as a direct supervisor. Shall also have experience working with UNIX operating system and X-windows.

3.10.2.2.7 TASK MANAGER (CONFIGURATION AND DATA MANAGEMENT)

- a. **EDUCATION REQUIREMENTS:** Shall have a Bachelor's degree or an Associate Degree with an additional 30 semester hours successfully completed in an accredited college, university, or trade school.
- b. **GENERAL EXPERIENCE:** Minimum of five (5) years of progressive experience in management for both hardware and software used to support C2 systems.
- c. **SPECIFIC EXPERIENCE:** At least two (2) of the five (5) years of progressive experience as a direct supervisor.

3.10.2.2.8 TASK MANAGER (INSTALLATION)

- a. **EDUCATION:** Graduate of military basic and advanced electronic or communication technician courses or have an Associate degree in Electronics Technology from an accredited two (2) year community college.
- b. **GENERAL EXPERIENCE:** Minimum of five (5) years of progressive experience in the installation of ADP based C2 systems in accordance with published installation requirements.
- c. **SPECIFIC EXPERIENCE:** At least two (2) of the five (5) years of progressive experience as a direct supervisor.

3.10.2.3 TASK ENGINEER/ANALYST (Senior)

- a. **EDUCATION REQUIREMENTS:** Bachelor's Degree in Engineering.
- b. **EXPERIENCE:** Experience shall show the ability to conduct mandated studies and analyses, to correlate and consolidate data, to identify existing and potential problems and to define alternative and recommended solutions to problems. Shall possess excellent verbal and written communications skills and must be capable of interacting with cognizant SPAWARSYSCEN Charleston project engineers and other technical and management personnel as would be evident by previous experience working in projects similar to those in the SOW. At least five (5) years of relevant experience in the task (functional) area(s) for which nominated. A minimum of two years of the relevant experience shall have been gained in the last four years.

3.10.2.4 TASK ENGINEER/ANALYST (Junior)

- a. **EDUCATION REQUIREMENTS:** Shall have a Bachelor's degree in Engineering.
- b. **EXPERIENCE:** Experience shall show the ability to conduct mandated studies and analyses, to correlate and consolidate data, to identify existing and potential problems and to define alternative and recommended solutions to problems. Shall possess excellent verbal and written communications skills as would be evident by previous experience working on projects similar to those in the SOW. Shall have at least two (2) years (gained within the last four years) of relevant experience in the task (functional) area for which nominated.

3.10.2.5 SOFTWARE ANALYST

- a. **EDUCATION REQUIREMENTS:** Bachelor's degree in Computer Science, Engineering, Mathematics, or Physical Sciences (i.e. Chemistry, Physics).
- b. **EXPERIENCE:** Shall have demonstrated experience in C2 ADP software development, integration, and testing, including techniques for monitoring software development and establishing test procedures for testing software upgrades for acceptance. Shall have at least two (2) years (within the last four (4) years) of relevant experience in software development, integration, and testing. Shall have experience working with UNIX operating system and X-Windows.

3.10.2.6 ELECTRONICS TECHNICIAN

- a. **EDUCATION REQUIREMENTS:** Shall be graduate of military basic and advanced electronic or communication technician courses or a civilian equivalent. Civilian equivalent to the military basic and advanced electronic or communication technician course is deemed to be an Associate degree in Electronics Technology from an accredited two (2) year community college.
- b. **EXPERIENCE:** Minimum of five (5) years of relevant experience in installation, maintenance and testing of C2 systems. A minimum of two years of the relevant experience shall have been gained in the last four years.

3.10.2.7 WORD PROCESSOR

- a. **EDUCATION:** Shall be a high school graduate or a graduate of an accredited business school.

- b. **EXPERIENCE:** Minimum of one (1) year experience in the preparation of Navy formatted documents.

3.10.2.8 DATA ENTRY CLERK

- a. **EDUCATION REQUIREMENTS:** Shall be a high school graduate.
- b. **EXPERIENCE:** Minimum of one (1) year experience in general typing and one (1) year experience in the use of general office machines.

3.10.2.9 FILE CLERK/LIBRARIAN

- a. **EDUCATION:** Shall be a high school graduate.
- b. **EXPERIENCE:** Minimum of one (1) year experience in general typing and the use of general office machines as well as a minimum of one (1) year experience in the maintenance of a technical library.

3.10.2.10 DRAFTSMAN

- a. **EDUCATIONAL REQUIREMENTS:** Shall be a high school or trade school graduate.
- b. **EXPERIENCE:** Minimum of three (3) years experience in the preparation of graphic and textual briefing or report materials such as view graphs, bar charts, pert charts, and engineering drawings. Shall have AUTOCAD Experience.

3.10.2.11 LOGISTICS SPECIALIST

- a. **EDUCATION REQUIREMENTS:** Shall have a Bachelor's degree. Progressive experience in the field of logistic support may be substituted for the academic requirement at the rate of one year experience for each nine months of academic work.
- b. **EXPERIENCE:** Minimum (3) years experience in logistics support and ILS plan preparation for tasks or projects involving electrical/electronic and mechanical design, installation and operation.

3.10.2.12 ENGINEERING TECHNOLOGIST

- a. **EDUCATION REQUIREMENTS:** Shall have a Bachelor's Degree from resident study at a school of higher education in a discipline which trains personnel for independent performance in selecting and using electronic test equipment, using systematic procedures for troubleshooting, fault isolation, repair of electronic systems. The curriculum shall also include training in discrete components (i.e. integrated circuits (IC's) subminiature components, capacitor, resistors, etc.), board level technology, and design technology.

3.10.2.13 JUNIOR ENGINEERING TECHNOLOGIST

- a. **EDUCATION REQUIREMENTS:** Successful completion of two (2) years (with continuing study) resident study at a school of higher education, in a discipline which trains personnel for independent performance in selecting and using electronic test equipment, using systematic procedures for troubleshooting, fault isolation, and repair of electronic systems. The curriculum shall also include training in discrete components (i.e. integrated circuits (IC's), subminiature components, capacitor, resistors, etc.), board level technology, and design technology.

C-5 PRIOR WRITTEN PERMISSION REQUIRED FOR ALL SUBCONTRACTS (89JUL)

None of the services required by this contract shall be subcontracted to or performed by persons other than the Contractor or the Contractor's employees without the prior written consent of the Contracting Officer.

C-520 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS

(a) The Department of Defense is--

(1) Committed to minimizing the use of military and federal specifications and standards; and

(2) Seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor--

(1) Is encouraged to identify and propose alternatives to specifications and standards cited in this contract;

(2) May submit a proposal to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:

(i) A copy of the proposed alternatives;

(ii) A comparison of the proposed alternatives to the specifications or standards cited in the contract; and

(iii) An analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurements. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

C-651 CONTRACTOR TEAM ARRANGEMENTS (92AUG)

(a) "Contractor team arrangement" means an arrangement in which:

(1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or

(2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

(b) The Government will accept teaming arrangements under this contract; provided, the teaming arrangements are identified, company relationships are fully disclosed in an offer, and a copy of the teaming arrangement is provided with the offer.

(c) Contractor team arrangements shall not be in violation of antitrust statutes or limit the Government's rights to:

(1) Require consent to subcontract

(2) Determine, on the basis of the stated contractor team arrangement, the responsibility of the prime contractor within the meaning of FAR 9.1;

(3) Provide to the prime contractor data rights owned or controlled by the Government;

(4) Pursue its policies on competitive contracting, subcontracting, and component breakout after initial production or at any other time; and

(5) Hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractors.

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall meet the experience, educational, or other background requirements set forth in Section C, paragraph 3.10 and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed in paragraph 3.10 by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned (see clause L630 in Section L) . The contractor shall provide Letters of Commitment from its current employees that state that they will remain employed by the contractor and will work on the resulting contract, at the required place(s) of performance. Letters of Commitment must be submitted for contingent hires, which are defined as person(s) who are not currently employed by the contractor, but who have executed binding Letter(s) of Commitment for employment with the contractor, contingent upon contract award at the required place of performance.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in task orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

C721 YEAR 2000 COMPLIANCE

All information technology delivered under this contract shall be Year 2000 compliant as that term is defined in FAR 39.002.

PART I
SECTION D
PACKAGING AND MARKING

D-402 PREPARATION FOR DELIVERY

All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

D-403 PROHIBITED PACKING MATERIALS (84NOV)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

D-406 MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:	MARK FOR:
RECEIVING OFFICER	Contract #
SPAWARSYSCEN CODE 63	Task Order #
1639 AVE B NORTH	Item #
N.Charleston SC 29405-1639	

D-408 PREPARATION FOR DELIVERY (DATA ITEMS) (89JUL)

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with DOD Industrial Security Regulation (DD 5220.22-M).

**PART I
SECTION E
INSPECTION AND ACCEPTANCE**

E-406 SURVEILLANCE OF SERVICES AND TIME RECORDS

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review for accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, (2) make frequent periodic visits to the work site to check on the presence of the workers whose time is charged thereto.

(b) _____

(To be completed at contract award)

(c) When performance is at a Government site, a contractor's representative shall contact the Government's representative named above upon arrival at, and departure from, the work site. If access to a security area is required, continuous escort service for contractor's representative(s) will be provided by the Government's designated representative.

E-613 INSPECTION AND ACCEPTANCE (DESTINATION) (89JUL)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form (DD 250, DD Form 1155, or Standard Form 44). The executed payment copy of MILSCAP Format Identified PKN or PKP shall be forwarded to the payment office within four work days (five days when MILSCAP Format is used) after delivery and acceptance of the shipment by the receiving activity. One executed copy of the final DD Form 250 shall be forwarded to the contract administration office cited in block 10 for implementing contract closeout procedures, except when a DCASR is cited as the payment office.

E-681 ALLOWABLE INSPECTION AND ACCEPTANCE PERIOD (30 DAYS)

The receiving activity shall be allowed 30 days to perform inspection and acceptance. The provisions of the Prompt Payment Act shall not be applicable until the 31st day after the receipt.

PART I
SECTION E REFERENCE CLAUSES
INSPECTION AND ACCEPTANCE

52.246-5 Inspection of Services--Cost-Reimbursement (APR 1984)
252.246-7000 Material Inspection and Receiving Report (DEC 1991)

PART I
SECTION F
DELIVERIES OR PERFORMANCE

F260 SUP 5252.245-9401 GOVERNMENT FURNISHED PROPERTY (OCT 1995)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

<u>PROPERTY</u>	<u>QUANTITY</u>	<u>ACQUISITION COST</u>	<u>DATE</u>
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Any Government-Furnished Equipment/Material shall be listed and controlled as specified in the individual task order.

Delivery of such property will be made by (to be specified in the individual task order).

(b) The property will be delivered at Government's expense at or near

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(The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s)):

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the Contractor.

(d) Within thirty (30) days after Government furnished property is determined by the Contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

F-410 DELIVERY OF DATA (89JUL)

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the contracting officer.

F412 PLACE OF DELIVERY: DESTINATION (JUL 1989)

(a) The articles/services to be furnished hereunder shall be delivered all transportation charges paid by the contractor to: the destination specified in each task order.

(b) Bids submitted on a basis other than F.O.B destination will be rejected as nonresponsive and offers may be deemed unacceptable.

F-586 TIME OF DELIVERY (INDEFINITE DELIVERY CONTRACTS) (89JUL)

The services to be furnished hereunder shall be completed in accordance with delivery schedule specified in each task order.

F-587 CONTRACT PERIOD OF PERFORMANCE/ORDERING PERIOD

The period of performance of the contract, for the purpose of issuing task orders is from DATE OF AWARD or extension thereof under option provision through ONE YEAR THEREAFTER. Additional time of up to 180 days beyond the ordering period may be required for completion of outstanding delivery orders.

F700 DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY TOTAL
---------------------	------------------------	----------------

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

**SECTION F REFERENCE CLAUSES
DELIVERIES OR PERFORMANCE**

1. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

PARAGRAPH	CLAUSE TITLE & DATE
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52.242-15	Stop-Work Order (AUG 1989)
52.242-15	Stop-Work Order (AUG 1989) - ALTERNATE I (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-48	F.O.B. Destination--Evidence of Shipment (JUL 1995)

**PART I
SECTION G
CONTRACT ADMINISTRATION DATA**

G304 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee, Indefinite Delivery, Indefinite Quantity type contract resulting from this solicitation.

G-397 SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: **Joliene L. Bowers**
ADDRESS: SPAWARSYSCEN Charleston
 P.O. Box 190022
 N.Charleston SC 29419-9022
TELEPHONE: (803)974-5911

**G-502 INVOICING INSTRUCTIONS (COST REIMBURSEMENT CONTRACTS)
(89JUL)**

1. Invoices/vouchers shall be submitted not more than every 2 weeks covering the amount claimed to be due for services rendered and cost incurred thereunder. There will be a lapse of no more than thirty days between performance and submission of invoices.

2. The contractor will prepare five (5) copies of his invoices/vouchers. The original and one (1) copy of the invoices/vouchers will be forwarded to the cognizant Defense Contract Audit Agency (DCAA). Four (4) copies of the Invoices/vouchers will be forwarded to SPAWARSYSCEN Charleston, Code 123.

3. Invoices/vouchers will contain the following information:

- a. Contract number and contract line item number;
- b. Description of work;
- c. Straight time labor charges by manhours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours incurred by labor category, costs incurred and fixed fee billed.
- d. Premium time and charges (if any) by manhours, classification, price/cost and name of approving official.
- e. Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in Clause DFARS 252.237-7019.
- f. Travel and per diem costs (if any).
- g. Other costs incurred and allowable under the contract and identification of such costs.
- h. Additional information as required.
- i. Withholding under the Payments clause, if any.
- j. Cumulative value of all billings to date by cost incurred and fixed fee billed.

4. For all but the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The COR will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. Complete concurrence with the contractor billing will be evidenced by the COR completion of the Contract Invoice Review Form and forwarding of same by letter to DCAA. If the examination of the invoice by the COR raises a question regarding the allowability, allocation, or reasonableness of cost(s) under the contract terms, the COR shall advise DCAA of the nonconcurrence or partial concurrence by transmittal letter, including the Contract Invoice Review Form. In the case of partial concurrence by the COR of contractor billing, the COR shall advise DCAA in his/her transmittal letter and applicable Contract Invoice Review Form of that portion with which he takes exception. The contractor will be required to resolve billing discrepancy with the COR and to submit to the COR a separate invoice/voucher, (six copies) covering the disputed portion only. If the COR approved this separate invoice/voucher, the COR will sign and complete a Contract Invoice Review Form and forward by letter to the DCAA.

5. Upon receiving notification from the COR of unresolved exceptions taken, DCAA may, after informal discussions as appropriate, issue a Notice of Contract Costs Suspended and/or Disapproved (DCAA Form 1) simultaneously to the contractor and disbursing officer, with a copy to the Contracting Officer for deduction/offset from current payments.

6. If the contractor disagrees with a deduction or offset, the contractor may submit a written request to the Contracting Officer to consider whether the unreimbursed costs should be paid. The Contracting Officer shall discuss the findings with the contractor and shall advise the contractor of the results in writing. If the contractor disagrees with the findings of the Contracting Officer, the contractor may file a claim under the Disputes clause.

7. A copy of all forwarding letters (COR to DCAA), invoice/voucher and signed Contract Invoice Review Form shall be sent to the Administering Contracting Officer. A copy of the forwarding letter only shall be sent to the contractor.

8. The final invoice/voucher will be forwarded to the Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) or other acceptance shall be deemed to have occurred on the effective date of the contract settlement.

9. The COR and cognizant DCAA offices of this contract are:

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

NAME: _____
CODE: _____
ADDRESS: _____

TEL: _____

DEFENSE CONTRACT AUDIT AGENCY (DCAA):

NAME: _____
ADDRESS _____

(To be completed at contract award)

10. The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and sending them to the Contracting Officer or his/her designated representative, and issuing DCAA Forms 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

11. The Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Forms 1 on any cost when there is reason to believe it should be suspended or disallowed.

12. No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the "Prompt Payment" clause of this contract (FAR 52.232-25).

13. For purposes of payment under the final invoice, the constructive period in paragraph (a) (6) of the "Prompt Payment" clause of this contract (FAR 52.232-25) is changed from 7 days to 30 days.

G-504 FOR DCMAO USE ONLY (86AUG)

The representative of the Procuring Contracting Officer listed below is for DCMAO use only:

Name: Glenda Howell Code: 1116GH

Telephone: (803) 974-5948 FAX (803) 974-5947

G-513 SECURITY REQUIREMENTS AND ADMINISTRATION (89JUL)

Contractor shall have a security clearance of TOP SECRET as designated on Contract Security Classification Specification, DD Form 254, incorporated by reference herein.

The Commander, Defense Investigative Service, Director of Industrial Security, _____
Region is designated Security Administrator for the purpose of administering all elements of military security hereunder.

Distribution of the Contract Security Classification Specification is in accordance with Paragraph 17 of the DD Form 254.

(To be completed at contract award.)

G-514 PROPERTY ADMINISTRATOR (89JUL)

SPAWARSYSCEN Charleston Code 132 is hereby designated by the Contracting Officer as the Property Administrator to ensure compliance with the contract requirements and the provisions of Federal Acquisition Regulation Section 45.5 with respect to the control of Government Property.

G-516 ACCOUNTING AND APPROPRIATION DATA FOR THE GUARANTEED MINIMUM QUANTITY (89JUL)

The accounting and appropriation data for the minimum quantity specified for the contract under clause B-108, entitled "Minimum and Maximum Quantities" is set forth below.

ACR:AA

(To be completed at contract award.)

G-600 CONTRACT ADMINISTRATION PLAN

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503);
- e. Exercise of Option provisions;
- f. Maintaining cognizance of the performance of the COR;
- g. Maintaining cognizance/monitor performance of ordering officers;
- h. Responsible for the matters specified in FAR 42.302(b) and DFARS 242.302(b).

Name: Glenda Howell Code 1116GH
Address: SPAWARSYSCEN Charleston
P.O. Box 190022
N.Charleston SC 29419-9022
Phone: (803)974-5948 or FAX:(803)974-5947

2. **CONTRACT ADMINISTRATION OFFICE (CAO)** is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: _____
Address: _____
Phone: _____

3. **DEFENSE CONTRACT AUDIT AGENCY (DCAA)** is responsible for:

- a. Pre-award audits as requested by the PCO;
- b. Reviewing and approving invoices/vouchers for interim payments (contract financing) and forwarding to paying agency for payment;
- c. Deducting costs from contractor payments where allowability is questionable using DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved.
- d. Reviewing and approving final invoice/vouchers and forwarding to the Contracting Officer;
- e. Contract close out audit.

Name: _____
Address: _____
Phone: _____

(To be completed at contract award.)

4. **PAYING OFFICE** is responsible for payment of proper invoices after acceptance is documented.

Name: _____
Address: _____
Phone: _____

(To be completed at contract award.)

5. **CONTRACTING OFFICER'S REPRESENTATIVE (COR)** is responsible for:

- a. After award, liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work. Refer questions of a contractual nature to the PCO;
- c. The statement of work for delivery/task orders placed under this contract;
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Monitoring Government furnished property/material/equipment;
- g. Liaison of all Security requirements;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Task order;
- i. Monitoring of funds expended;
- j. Submitting interim and final contractor performance reports to the PCO;
- k. Monitoring the use of any IT resources;
- l. Reviewing and certifying contractor's invoices/vouchers to ensure the labor charges and other costs specified are reasonable and certification of concurrence/nonconcurrence to DCAA;
- m. Ensuring that services performed by the Contractor remain nonpersonal in nature.

- n. Monitoring contract performance and reporting all problems related to the contract to the PCO, submitting a written report (at least annually) which addresses the efficiency of the contractor's performance and use of deliverables;
- o. Ensuring a copy of all Government technical correspondence is forwarded to the PCO for placement in the contract file;
- p. Reviewing invoices for uncompensated overtime (if applicable) to ensure that the contractor provides uncompensated overtime as proposed;
- q. Contacting the contractor and presenting a breakdown of the need using the format contained in Appendix F of the SPAWARSYSCEN Charleston Task Order Guide;
- r. Obtaining and discussing contractor's task order proposals;
- s. Providing overtime authorization approval as required;
- t. Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract, or, in the case of a delivery/task order, until the Ordering Officer has issued a modification to the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: _____
Address: _____

Phone: _____
(To be completed at contract award)

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: _____
Address: _____

Phone: _____
(To be completed at contract award)

6. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.
- g. Tracking of the number of hours of uncompensated overtime (if applicable) actually worked and to provide a report to the PCO on a quarterly basis.

Activity: SPAWARSYSCEN Charleston CODE 1116
Address: P.O. Box 190022
N.Charleston SC 29419-9022

G-611 CONTRACT ADMINISTRATION FOR THE CONTRACTOR (AWARD) (89JUL)

The following representative of the contractor shall be contacted for contract administration purposes:

NAME: _____
TITLE: _____
ADDRESS: _____

TEL NO: _____

G-623 REPORTS REQUIRED (84APR)

The Contractor shall advise the Contracting Officer (Code 1116, SPAWARSYSCEN Charleston SC), at the end of every six (6) months the total quantity of each item on which orders were placed. The report shall be in the same format and order as the contract items are listed and shall be submitted within fifteen (15) days after the end of each six (6) month period. Each report shall reference the contract number.

**PART I
SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-204 DFARS 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**H-332 SUP 5252.232-9400 LIMITATION OF LIABILITY - INCREMENTAL
FUNDING (JAN 1992)**

This contract is incrementally funded and the amount currently available for payment hereunder is limited to the total value of each delivery task inclusive of fee. It is estimated that these funds will cover the cost of performance through period of performance stated in each delivery task. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of the total value of each delivery task shall arise unless additional funds are made available and are incorporated as a modification to this contract.

H-402 CONTRACTOR IDENTIFICATION

1. Contractor employees must be clearly identifiable while on Government property, wearing appropriate badges identifying the name of their employer.
2. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-403 PLANT ACCESS TO CONTRACTORS' FACILITIES BY GOVERNMENT PERSONNEL

The Government Contracting Officer's Representative (COR) and/or other authorized Government personnel shall be allowed access to the Contractor's plant in which work under this contract is being performed during

normal working hours as long as the visiting Government personnel have complied with the visit planning and coordination requirements of FAR 42.402.

H-405 PERFORMANCE AT GOVERNMENT INSTALLATION

The contractor shall be required to furnish to the Security Department, Code 0A1JK, Space and Naval Warfare Systems Center (SPAWARSYSCEN), P.O. Box 190022, North Charleston, SC 29419-9022, at least 10 days in advance of commencement of the contract, the name(s) and place(s) of birth of the individual(s) who shall be performing the services.

H-407 SECURITY WARNING

This contract, or job orders hereunder, may contain, or in the performance thereof, may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18 U.S.C., Sections 793 and 794. The transmission or the revelation of the classified contents, or of the classified matter to which access may be had, in any manner to an unauthorized person is prohibited by law.

H-408 SECURITY OFFICER

The work to be performed under this contract as delineated in the DD Form 254, Attachment 07, involves access to and handling of classified material up to and including TOP SECRET.

In addition to the requirements of the clause FAR 52.204-2 "Security Requirements", the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the Department of Defense Industrial Security Manual for Safeguarding Classified Information (DOD INST 5220.22-M) and (3) assure compliance with any written instructions from the Security Officer, Code 0A1JK, SPAWARSYSCEN Charleston Charleston.

H-409 IT SECURITY

1. All contractors (and their subcontractors) who have direct access to SPAWARSYSCEN Charleston IT Systems, Office Information System (OIS), and/or networks in support of their contracts at/for SPAWARSYSCEN Charleston will immediately notify the Contracting Officer and the COR upon occurrence of any of the following:

- a. When a contractor (or subcontractor) has an employee resign who has access to IT system(s), OIS, and/or networks at SPAWARSYSCEN Charleston; or
- b. When a contractor (or subcontractor) terminates an employee who has access to IT system(s), OIS, and/or networks at SPAWARSYSCEN Charleston; or
- c. When a contractor (or subcontractor) has an employee change contracts at SPAWARSYSCEN Charleston, and the contractor employee still performs contract duties on IT systems), OIS, and/or networks at SPAWARSYSCEN Charleston; or

d. When a contractor (or subcontractor) has incurred or is incurring a security incident/problem with any IT system(s), OIS, and/or networks at SPAWARSYSCEN Charleston.

2. The Contracting Officer and the COR will ensure that the respective Division IT System Security Officer (DADPSSO) is contacted.

Immediately shall be defined as follows:

a. Within one working day; or

b. When occurrence is on a day before a non-working Friday or Weekend, on the same day as the occurrence; or

c. When the occurrence is on a weekend or holiday, on the first working day; or

d. When compromise of classified data or systems is suspected or found, at the time the incident is discovered. (Outside of normal working hours the Center Duty Officer shall be contacted.)

3. In the event that the Contracting Officer or the COR cannot be reached within the above time frames, the SPAWARSYSCEN Charleston ADP Security Officer (ADPSO) Code 0A1JK shall be notified.

H-411 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT(89JUL)

An attachment hereto sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

H-414 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the SPAWARSYSCEN Charleston Property Administrator, Code 132.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) an excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the SPAWARSYSCEN Charleston Property Administrator, Code 132, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the SPAWARSYSCEN Charleston Property Administrator, Code 132, a copy of the physical inventory listing.

H-415 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY

This contract contains clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized by this document alone. Such property may be acquired only upon receipt of a fully executed delivery order or delivery order modification that specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the Contractor without a delivery order or delivery order modification authorizing such acquisition, is done so at the Contractor's own risk.

CAUTION: The clause prohibits the acquisition of IT resources as defined in FAR Part 39, Appendix A.

H-416 SUBMISSION OF DD FORM 1662, DOD PROPERTY IN THE CUSTODY OF CONTRACTOR

The contractor shall provide a duplicate of the DD Form 1662 to the SPAWARSYSCEN Charleston Property Administrator, Code 132, by 15 NOVEMBER of the current fiscal year.

H-420 ACQUISITION OF INFORMATION TECHNOLOGY (IT) RESOURCES

Whether for purchase, lease or rental, IT will not be acquired under cost reimbursement contracts for the Government's account unless the designated Procuring Contracting Officer (PCO) has provided prior written approval. No authorization for purchase will be given until it has been determined to be in compliance with all applicable regulations. Proposed acquisition of IT by a contractor shall be submitted to the PCO through the Contracting Officer's Representative.

H-421 WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at SPAWARSYSCEN Charleston is Monday through Friday, 7:30 a.m. to 4:00 p.m. Work at this Government installation shall be performed by the contractor within the normal work hours at SPAWARSYSCEN Charleston unless differing hours are specified on the individual delivery orders. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN Charleston must work during the normal work week. Following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal work week for employees who are covered by the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours per week.

H-424 LIABILITY INSURANCE (COST TYPE CONTRACTS) (84APR)

The following types of insurance are required in accordance with the clause entitled "Insurance - Liability to Third Persons" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

1. Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

2. Automobile Insurance: \$200,000 per person and \$500,000 per occurrence for property damage. Comprehensive form of policy is required.

3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

The Contractor shall furnish to the contracting Officer a certificate or written statement of insurance prior to commencement of work under the contract. The contract number shall be cited on the certificate of insurance.

H-437 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

If performance of any work under this contract is required at a SPAWARSYSCEN Charleston facility, the Contractor shall contact the SPAWARSYSCEN Charleston Safety and Environmental Office, Code 0A2, prior to performance of ANY work under this contract.

Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (a) wear appropriate safety equipment and clothing, (b) are familiar with all relevant emergency procedures should an accident occur, and (c) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWARSYSCEN Charleston facility where work is performed.

H-440 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (89JUL)

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel (civilian or military) without the prior approval of the contracting officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-450 KEY PERSONNEL REQUIREMENTS (89JUL)

(a) Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under the contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer or his/her authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the contracting officer or needed by him to approve or disapprove the proposed substitution. The contracting officer or his/her authorized representative will evaluate such requests and promptly notify the contracting officer of his approval or disapproval thereof in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the delivery order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the contracting officer if he/she finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

H-452 DELIVERY ORDER PROCEDURES

Each Delivery Order shall be placed in accordance with one of the following procedures:

If the Government estimate of the services covered by an order is \$50,000 or less, the order may be issued using the Government estimated cost, fee, and labor mix. The type of order must be included on the DD Form 1155. If the order is a completion type, the contractor shall notify the Ordering Officer within 3 working days of the date of the order or 3 working days after receipt of the order, whichever is more, of any disagreement with the terms of the order.

If the Government estimate of the services covered by an order is more than \$50,000, the Ordering Officer shall furnish the Contractor with a written statement of work and request for estimate. The request shall include:

- (1) The type of order anticipated,
- (2) a description of the specified work required,
- (3) the desired delivery schedule,
- (4) the place and manner of inspection and acceptance, and
- (5) any other pertinent information deemed necessary.

The contractor shall, within the time specified, provide the ordering officer with an estimate to perform the delivery order. The estimate shall include:

- (1) The required number of labor hours, by labor classification and contract or billing rates, whichever is applicable, for each end product or service,
- (2) overtime hours, by labor category, if required,
- (3) proposed completion or delivery dates,
- (4) direct material, travel subsistence, and similar costs, if applicable,
- (5) dollar amount and type of any proposed subcontract (for all subcontracts proposed over \$10,000 include the identity of the subcontractor, the extent of the work to be subcontracted, the reason for subcontracting, and the extent of competition in selection of the subcontractor), and
- (6) total estimated cost of performance.

Upon receipt of the estimate, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the Contractor as may be necessary to correct and revise any discrepancies in the proposed Order Estimate, and affect whatever internal review processes are required.

Upon completion of the above process, the Ordering Officer may issue an executed Delivery Order. Only upon receipt of such executed order shall the contractor commence the effort required thereby. Should the Ordering Officer and the Contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer, who shall issue such direction as is required by the circumstances.

Content and Effect

Each Delivery Order shall include:

- (1) Date of order,
- (2) contract/delivery order number,
- (3) scope, including references to applicable (contract) specifications,
- (4) the place and manner of inspection and acceptance,
- (5) any Government-furnished property, material, or facilities to be made available for performance of the order,
- (6) any other information deemed necessary to the performance of the order,
- (7) an estimate of the number of direct hours of labor required to perform the order, which may not be exceeded without prior authorization (NOT APPLICABLE TO COMPLETION TYPE ORDERS),
- (8) an estimated cost of performance, which may not be exceeded without prior authorization,
- (9) a delivery date or period of performance, and
- (10) accounting and appropriation data.

The Contractor shall advise the ordering officer if any apparent difficulties of performance according to the terms of the order are anticipated or at any time that difficulties in performance arise. Each delivery order shall be deemed to include the Limitation of Funds or Limitation of Cost clause, whichever is applicable, and such clause shall be applicable to each delivery order individually.

Maintenance of Records

The Contractor shall maintain the following cost records under this contract as a minimum:

- (1) records for each Delivery Order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,
- (2) records for each individual employee identifying direct labor performed and segregated as to Delivery Order for which performed, and
- (3) records of all direct nonlabor costs, allocated to individual Delivery Order.

Nothing herein shall be deemed to excuse the contractor from maintaining records required by other provisions of this contract.

H453 CONTRACT DATA REQUIREMENTS-TASK ORDERS

The data items shown on the DD1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each task order.

H-643 TIMEKEEPING RECORDS, SUBMITTAL OF (89JUL)

For review and approval/disapproval, the contractor will periodically (as required) submit the signed timekeeping records of workers on the job to the person(s) or office(s) designated in the contract clause herein entitled "Surveillance of Services and Time Records."

H-648001 TRAVEL REIMBURSEMENT, COST CONTRACTS (92 MAR) - ALTERNATE I

Any travel necessary under the terms of the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. The Contractor shall, as a minimum, provide the following information:

- a. Contract number and order number;
- b. Date, time, and place of proposed travel;
- c. Purpose of travel and how it relates to the contract;
- d. Contractor's estimated cost of travel;
- e. Name(s) of individual(s) travelling; and
- f. A breakdown of estimated transportation and per diem charges.

TRAVEL UNDER THIS CONTRACT IS ONLY AUTHORIZED IN THE DELIVERY/TASK ORDERS ISSUED BY THE ORDERING OFFICER OR A MODIFICATION THERETO.

1. Costs for travel, subsistence and lodging shall be reimbursed the Contractor only to the extent that overnight stay is necessary and authorized for performance of the services under this contract. Reimbursement for the costs

of subsistence and lodging shall be considered to be a reasonable and allowable daily charge as compared to the maximum rates set forth in the---

a. Federal Travel Regulations prescribed by the General Services Administration for travel in the contiguous 48 United States;

b. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States;

c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b).

2. The application of the rates described above would not constitute a reasonable daily charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates would be required under these circumstances.

3. When authorized, per diem shall be paid by the Contractor to his employees at a rate not to exceed the rate specified in each delivery order. The authorized per diem rate shall be the same as the prevailing locality per diem rate. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

4. Reimbursement to the Contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The Contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payment, as required by the "Allowable Cost and Payment" clause of the contract.

5. The Contractor shall not be paid for travel for Contractor personnel who reside in the metropolitan area in which the services are being performed. Travel shall not be paid for services performed at the Contractor's home facility or at any location within a 50 mile driving radius of the Contractor's home facility.

6. If travel, domestic or overseas, is required, the Contractor is responsible for making all needed arrangements for his personnel. This includes, but is not limited to the following:

- a. Medical Examinations
- b. Immunization
- c. Passports, visas, etc.
- d. Security Clearances

7. All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

8. The Contractor shall be entitled to reimbursement for car rental, exclusive of non-business mileage charges, as authorized by each task order, when the services are required to be performed outside the normal commuting distance from the Contractor's facilities. Rental vehicles will be authorized at a rate of one vehicle for every three travelers per trip. The individual authorized the rental vehicle is responsible for transporting all other travelers in the team. Any deviation in the number of vehicles requires prior specific approval and justification by the COR or

his/her designated representative. Such authorization shall be indicated in the task order or in some other suitable written form.

9. Whenever work assignments require temporary duty aboard a Government ship, the Contractor will be reimbursed at the per diem rates identified in the DOD Joint Travel Regulations, Volume 2. In accordance with Federal Personnel Manual (FPM) Supplement 990, Book 550 Subchapter SS to Appendix I, "Pay for Irregular or Intermittent Duty Involving Physical Hardship or Hazard", for the periods when a submarine is submerged, employees shall be entitled to any differential equal to 25% of the rate of basic pay applicable to the employee.

10. Travel costs/personnel transportation other than described in the above paragraphs, shall be allowed only to the extent that such transportation is necessary for the performance of services under the contract as authorized (in writing) by the Ordering Officer.

11. The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the Contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

H-651 CONTRACTOR TRANSITION PHASE-IN/PHASE-OUT SERVICES (90OCT)

The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption. Upon expiration of this contract, a successor, either the Government or another contractor, may continue them. Therefore, the contractor agrees to (1) furnish phase-in/phase-out services as may be required and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in/phase-out services for up to sixty (60) days after the contract expires and (2) negotiate in good faith a plan with a successor. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The plan shall provide sufficient experienced personnel during the phase-in/phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

The Contractor cooperates fully by disclosing necessary personnel records and allowing the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date.

The price of the phase-in/phase-out period shall be negotiated between the Contractor and the Government based on the period of performance, and established salaries, rates and profit not to exceed that negotiated under the basic contract.

H800 ORGANIZATIONAL CONFLICT OF INTEREST

(a) **Purpose.** The primary purpose of this clause is to ensure that the Contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) which relate to the work under this contract.

(b) **Definitions.** For the purpose of application of this clause only, the following definitions are applicable.

1. "Contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.

2. "Nondevelopmental Items" are those items which have not been designed or developed by the contractor.

(c) **Scope.** The restrictions described herein shall apply to performance or participation of the Contractor and any of its affiliate organizations or their successors in interest (hereinafter referred to collectively as the "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

The restrictions set forth in paragraph (d) apply to supplies, services, and other performance rendered with respect to the supplies and/or equipments listed in Section C.

(d) **Contracting Restrictions.** In accordance with FAR 9.505-2(A), whereas this contract provides for the contractor to prepare complete specifications covering nondevelopmental items to be used in competitive acquisition, the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of 36 months after the term of this contract including any option periods exercised

The above restrictions do not apply to:

(i) Procurements where the exclusion of the contractor from the procurement would result in a non-competitive buy from another contractor.

(ii) Contractor Standard Commercial Items -- Nothing in this clause shall preclude the Contractor from offering or selling its standard commercial items to the Government.

(iii) Contractor Items Currently Furnished -- The Contractor, and its affiliates, shall not be restricted from furnishing, and continuing to furnish, any equipment or services that it or its affiliates are currently furnishing or have furnished in the past, nor will the Contractor, or its affiliates, be restricted from furnishing modifications or improvements to said equipments nor from furnishing interface equipments, programs or services in connection with said equipment. Further, the Contractor and affiliates are not to be restricted from furnishing other equipment or services for this program that perform the same functions as those performed by equipment or services presently furnished by the Contractor or its affiliates for similar programs.

(e) **Non-Disclosure of Proprietary Data.** Certain information of a proprietary nature may be submitted to the government by a supplier. While performing under this contract, the prime contractor and any subcontractors may receive this information. The prime contractor and any subcontractors agree to use and examine this

information exclusively in the performance of this contract and to take the necessary steps to prevent disclosure of such information to any party outside the government, as long as it remains proprietary. The contractor and any subcontractors agree to indoctrinate their affiliates who will have access to this information as to the proprietary nature of the information and the relationship under which they have possession of the information. Affiliates will also be informed that they may not engage in any other action, venture or employment where this information will be used for the profit of any party other than the party furnishing this information. Additionally, the contractor and subcontractor agree to execute agreements to his effect with companies providing proprietary data for performance under the contract. The contractor and subcontractors will restrict access to proprietary information to the minimum number of employees necessary for performance of this contract.

(f) **Existing Conflicts.** If under this contract, the contractor will provide technical evaluation of products or services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(g) Any subcontractor which performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(h) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a certification that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause.

(i) **Waiver.** Any request for waiver of the provision of paragraph (d) of this clause shall be submitted in writing and shall set forth all relevant facts in support of the request for a waiver, including proposed contractual safeguards or job procedures to mitigate conflicting roles which might produce an organization conflict of interest.

(j) **Remedies.** In the event the contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the contract for default and/or resort to such other right and remedies as provided for under this contract and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

**SECTION H REFERENCE CLAUSES
SPECIAL CONTRACT REQUIREMENTS**

1. NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

PARAGRAPH	CLAUSE TITLE & DATE
252.242-7000	Post Award Conference (DEC 1991)

**PART II
SECTION I
CONTRACT CLAUSES**

I-44 FAR 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

I-118 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one year thereafter plus any option periods exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-119 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00, or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-122 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract.

I-129 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the contractor within thirty (30) days prior to expiration, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, unless clause 52.217-8 entitled "Option to Extend Services" is activated.

I-141 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--.

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall----

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I-142 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In Compliance with the Service Contract Act (SCA) of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5342 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY, IT IS NOT A WAGE DETERMINATION.

Employee Class (SCA Class)	Monetary Wage - Fringe Benefits
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Software Analyst (Computer Programmer IV)	\$20.57
Electronic Technician(Electronics Tech III)	\$19.90
Logistics Specialist(Material Coordinator)	\$17.16
Word Processor(Word Processor III)	\$ 7.58

Draftsman(Drafter IV)	\$ 9.33
File Clerk(File Clerk III)	\$ 6.18
Data Entry Clerk(Key Entry Operator II)	\$ 7.58
Engineering Technologist(Engineering Tech VI)	\$20.57
Engineering Technologist Jr(Engineering Tech III)	\$19.90

I-146010 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, (including the alternate thresholds at 40 CFR 373.27, provided an appropriate certification form has been filed with EPA); or

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the contractor has certified an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt --

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall --

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

I-147 FAR 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

I-165015 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)

(a) Definition.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)
- (flowdown not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-182 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I-225 DFARS 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991)

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies, the following supplies are accorded duty-free entry:

I-241 DFARS 252.237-7019 IDENTIFICATION OF UNCOMPENSATED OVERTIME (APR 1992)

(a) Definitions.

As used in this provision--

(1) "Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA), without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) "Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ($\20×40) divided by 45 = \$17.78.

(b) For any hours proposed against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated

hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals which include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

I-300 NAPS 5252.210-9000 NOTICE TO OFFERORS-USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)

(a) In accordance with Section 326 of Pub. L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone-depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below.

Class I ODS Identified
[Government to fill in]

Specification/Standard
[Government to fill in]

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**PART II
SECTION I
CONTRACT CLAUSES**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES
PARAGRAPH CLAUSE TITLE & DATE

52.202-1	Definitions (OCT 1995)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995) - ALTERNATE I (OCT 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.204-2	Security Requirements (AUG 1996)
52.208-9	Contractor Use of Mandatory Sources of Supply (MAR 1996)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 1995)
52.211-5	New Material (MAY 1995)
52.211-7	Other than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	Audit and Records--Negotiation (AUG 1996)
52.215-23	Price Reduction for Defective Cost or Pricing Data--Modifications (OCT 1995)
52.215-25	Subcontractor Cost or Pricing Data--Modifications (OCT 1995)
52.215-26	Integrity of Unit Prices (JAN 1997)
52.215-33	Order of Precedence (JAN 1986)
52.215-40	Notification of Ownership Changes (FEB 1995)
52.216-7	Allowable Cost and Payment (MAR 1997)
52.216-8	Fixed Fee (MAR 1997)
52.217-8	Option to Extend Services (AUG 1989)
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1995)
52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
-	ALTERNATE II (MAR 1996)
52.219-16	Liquidated Damages--Subcontracting Plan (OCT 1995)
52.222-3	Convict Labor (AUG 1996)

52.222-4 Contract Work Hours and Safety Standards Act--Overtime Compensation (JUL 1995)
 52.222-26 Equal Opportunity (APR 1984)
 52.222-26 Equal Opportunity (APR 1984) - ALTERNATE I (APR 1984)
 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)
 52.223-2 Clean Air and Water (APR 1984)
 52.223-5 Pollution Prevention and Right-to-Know Information (MAR 1997)
 52.223-6 Drug-Free Workplace (JAN 1997)
 52.224-1 Privacy Act Notification (APR 1984)
 52.224-2 Privacy Act (APR 1984)
 52.225-10 Duty-Free Entry (APR 1984)
 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)
 52.225-19 European Union Sanction for Services (JAN 1996)
 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (SEP 1996)
 52.227-1 Authorization and Consent (JUL 1995)
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
 52.228-7 Insurance--Liability to Third Persons (MAR 1996)
 52.230-2 Cost Accounting Standards (APR 1996)
 52.230-6 Administration of Cost Accounting Standards (APR 1996)
 52.232-9 Limitation on Withholding of Payments (APR 1984)
 52.232-17 Interest (JUN 1996)
 52.232-18 Availability of Funds (APR 1984)-
 52.232-22 Limitation of Funds (APR 1984)
 52.232-23 Assignment of Claims (JAN 1986)
 52.232-25 Prompt Payment (MAY 1997)
 52.232-33 Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
 52.233-1 Disputes (OCT 1995)
 52.233-1 Disputes (OCT 1995) - ALTERNATE I (DEC 1991)
 52.233-3 Protest after Award (AUG 1996)
 52.233-3 Protest after Award (AUG 1996) - ALTERNATE I (JUN 1985)
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
 52.242-3 Penalties for Unallowable Costs (OCT 1995)
 52.242-4 Certification of Final Indirect Costs (JAN 1997)
 52.242-13 Bankruptcy (JUL 1995)
 52.243-2 Changes--Cost-Reimbursement (AUG 1987)
 52.243-2 Changes--Cost-Reimbursement (AUG 1987) - ALTERNATE II (APR 1984)
 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (FEB 1997)
 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (FEB 1997) - ALTERNATE I (AUG 1996)
 52.244-5 Competition in Subcontracting (DEC 1996)
 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
 52.245-19 Government Property Furnished "As Is" (APR 1984)
 52.246-25 Limitation of Liability--Services (FEB 1997)
 52.247-63 Preference for U.S.Flag Air Carriers (JAN 1997)

52.248-1 Value Engineering (MAR 1989)
 52.249-6 Termination (Cost-Reimbursement) (SEP 1996)
 52.249-14 Excusable Delays (APR 1984)
 52.251-1 Government Supply Sources (APR 1984)
 52.253-1 Computer Generated Forms (JAN 1991)

II. DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES

<u>PARAGRAPH</u>	<u>CLAUSE TITLE & DATE</u>
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252.201-7000	Contracting Officer's Representative (DEC 1991)
252.203-7000	Statutory Prohibition on Compensation to Former Department of Defense Employees (NOV 1995)
252.203-7001	Special Prohibition on Employment (NOV 1995)
252.203-7002	Display of DoD Hotline Poster (DEC 1991)
252.204-7002	Payment for Subline Items Not Separately Priced (DEC 1991)
252.204-7003	Control of Government Personnel Work Product (APR 1992)
252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991)
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
252.215-7000	Pricing Adjustments (DEC 1991)
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)(NOV 1995)
252.223-7004	Drug-Free Work Force (SEP 1988)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
252.225-7001	Buy American Act and Balance of Payments Program (JAN 1994)
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991)
252.225-7009	Duty-Free Entry--Qualifying Country End Products and Supplies (DEC 1991)
252.225-7010	Duty-Free Entry - Additional Provisions (DEC 1991)
252.225-7012	Preference for Certain Domestic Commodities (NOV 1995)
252.225-7016	Restriction on Acquisition of Antifriction Bearings (NOV 1995)
252.225-7017	Preference for United States and Canadian Valves and Machine Tools (APR 1995)
252.225-7025	Foreign Source Restrictions (APR 1993)
252.225-7026	Reporting of Contract Performance Outside the United States (NOV 1995)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (OCT 1992)
252.225-7031	Secondary Arab Boycott of Israel (JUN 1992)
252.227-7013	Rights in Technical Data--Noncommercial Items (NOV 1995)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995) - ALTERNATE I (JUN 1995)
252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program (JUN 1995)
252.227-7019	Validation of Asserted Restrictions--Computer Software (JUN 1995)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

252.227-7030	Technical Data--Withholding of Payment (OCT 1988)
252.227-7036	Certification of Technical Data Conformity (MAY 1987)
252.227-7037	Validation of Restrictive Markings on Technical Data (NOV 1995)
252.231-7000	Supplemental Cost Principles (DEC 1991)
252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)
252.233-7000	Certification of Claims and Requests for Adjustment or Relief (MAY 1994)
252.242-7002	Submission of Commercial Freight Bills for Audit (DEC 1991)
252.243-7000	Engineering Change Proposals (MAY 1994)
252.245-7001	Reports of Government Property (MAY 1994)
252.249-7001	Notification of Substantial Impact on Employment (DEC 1991)
252.251-7000	Ordering From Government Supply Sources (MAY 1995)

**PART III
SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

LIST OF ATTACHMENTS:

<u>ATTACH NO.</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO.OF PAGES</u>
01	Wage Determination 94-2473 (Rev.12)	09/01/97	11
	Wage Determination 94-2543(Rev.17)	09/01/97	10
02	Sample Resume Format	N/A	2
03	Contractor Performance Data Form for Small, Small Disadvantaged and Women-Owned Small Business Participation Evaluation	N/A	2
04	Contractor Performance Data Sheet & Contract Information	N/A	6
05	Experience Matrix Form	N/A	2
06	Standard Form 1448(Proposal Cover Sheet)	10-95	1
07	DOD Contract Security Classification Specification, DD254	08/22/96	4

LIST OF EXHIBITS:

<u>EXHIBIT NO.</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO.OF PAGES</u>
A	Contract Data Requirements List (DD1423)	04/9/96	19

PART IV
SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR
QUOTERS

K-43 FAR 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that a corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Other. State basis. _____

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity;
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
☐ Name and TIN of common parent:

Name _____
TIN _____

K-45 FAR 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

(a) *Representation.* The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K46 FAR 52.204-6 CONTRACTOR IDENTIFICATION NUMBER-----DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation 'DUNS' followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the

local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

K95 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declare ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-115 FAR 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by *checking the applicable box*, represents that--

(a) It operates as a ☐ corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture, or a corporation, registered for business in [country].

K-118 FAR 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: *[Offeror list names, titles, and telephone numbers of the authorized negotiators in the space provided below:]*

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE #</u>	<u>EMAIL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

K-120 FAR 52.215-20 PLACE OF PERFORMANCE (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (*Offeror check as applicable*) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street or Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant
Facility of Other than Offeror or Quoter

(Offeror fill in information in space provided below)

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K-130 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8711.

(2) The small business size standard is \$2.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is,
[] is not a small business concern.

(2) *(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)*
The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) *(Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.)*
The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) *Definitions.*

"Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 123.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set-aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-152 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that-

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-155 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K-163 FAR 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that-

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every non-exempt subcontract.

K-164 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K190 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1996)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by CFR Subpart 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been

made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K-209 DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S. C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

K-219 DFARS 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (APR 1994)

(a) Definition.

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined in regulations prescribed by the U.S. Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern that is owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of

13 CFR 124.112 or 13 CFR 124.113 respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals.

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations.

Check the category in which your ownership falls--

☐ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

☐ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia).

☐ Black American (U.S. Citizen)

☐ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain or Portugal)

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)

☐ Individual/concern, other than one of preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

☐ Other

(c) Certification.

Complete the following--

(1) The Offeror is ☐, is not ☐ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has ☐, has not ☐ made a determination concerning the Offeror's status as a small disadvantaged business concern. If the SBA has made such a determination, the date of the determination was _____ and the offeror--

☐ was found by the SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

[] was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Notification.

Notify the Contracting Officer before award if your status as a small disadvantaged business concern changes.

(e) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

**K-225 DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (DEC 1991)**

(a) Definitions

"Domestic end product," "qualifying country end product" and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been, produced or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin</u>
-------------------------	--------------------------

_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin (If Known)</u>
_____	_____
_____	_____
_____	_____

**K-236 DFARS 252.226-7001 HISTORICALLY BLACK COLLEGE OR UNIVERSITY
AND MINORITY INSTITUTION
STATUS (JAN 1997)**

(a) *Definitions*

"Historically black colleges and universities," as used in the provision, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this provision, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) *Status.*

If applicable, the offeror shall check the appropriate space below:

_____	A historically black college or university
_____	A minority institution

**K-247 DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION
OF SUPPLIES BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K-315 SUP 5252.215-9400 CERTIFICATION OF PREVIOUS SUBMISSION AND APPROVAL OF CONTRACTOR GENERIC PLANS AND DOCUMENTS (JAN 1992)

(a) * has established an optional program whereby contractors may submit for approval certain commonly used plans prepared for acquisitions by companies frequently contracting with *. Once approved no costs need be proposed or bid unless the generic plan required modification with a supplement or replacement by another plan peculiar to the acquisition.

(b) The offeror shall certify if generic plan(s) have already been submitted, approved, and are on file at * by providing a date after the following.

<u>PLAN TITLE</u>	<u>DATA ITEM DESCRIPTION IDENTIFICATION NUMBER</u>	<u>DATE OF APPROVAL OR SUBMISSION</u>
_____	_____	
_____	_____	

(c) The offeror shall also certify in the following blank if the quality assurance program plans listed above have been approved by the contract administration office cognizant of the contractor's facility per FAR 42.302(a)(38):

(d) If for any reason, the above certifications cannot be verified from *(fill in issuing activity)* * general files, the contracting officer shall notify the offeror of the discrepancy and allow a period of five (5) working days to submit or resubmit the plans or documentation.

K-534 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL

The Contractor represents that he does [], does not [], now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. *(Include the names of such persons and the Naval activity which employs them.)*

K-536 ASBESTOS CERTIFICATION (82JUL)

The offeror certifies that this offer does [], does not [], provide materials containing hazardous asbestos. For the purpose of this certification, asbestos is defined to include fibrous and non-fibrous mineral silicates of

commercial importance: chrysolite, amosite, crocidolite, tremolite, anthophyllite, and actinolite. The term "Materials Containing Hazardous Asbestos" is defined as including all materials in such a fashion as to expose

Navy or contractor personnel to the risk of direct exposure to asbestos in a form that can be inhaled. For example, any contract or order requiring purchase or use of asbestos insulation is within this definition. A contract or order for a complex item such as a large valve is not within this definition even though the valve may contain a gasket stamped out of asbestos; however, a contract or order for the asbestos gasket itself is within the definition, since handling of the gasket in the course of putting it to use may release fiber into the air.

K-694 ADDRESS TO WHICH PAYMENT SHALL BE MAILED (89JUL)

Offeror shall indicate in the space provided below the address to which payment should be mailed, if such address is different from that shown for the offeror.

(address) _____

PART IV SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS REFERENCE CLAUSES

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
- 52.211-6 Listing of Other Than New Material, Residual Inventory and Former Government Surplus Property (May 1995)
- 52.222-21 Certification of Nonsegregated Facilities (APR 1984)
- 252.209-7003 Disclosure of Commercial Transactions with the Government of a Terrorist Country(SEP 1994)
- 252.209-7004 Reporting of Commercial Transactions with the Government of a Terrorist Country(SEP 1994)

**PART IV
SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

**L-82 FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD
INDEX OF SPECIFICATIONS AND STANDARDS
(DODISS) (MAR 1994)**

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone telephone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document
Order Desk, Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Facsimile No. 215-697-2978
Telephone Order Entry System (TOES) Numbers
215-697-1187 through and including 215-697-1197

**L-87 FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE
USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L-112 FAR 52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF
PROPOSALS (MAY 1997)**

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and --

(1) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(4) It was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(5) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(6) It is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), through (a)(5) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(d) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(e) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(h) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

L-133 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commanding Officer
Space and Naval Warfare Systems Center (SPAWARSYSCEN)
P.O. Box 190022
Code 1116
North Charleston, SC 29419-9022

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-151 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L-310 SUP 5252.210-9400 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDS) AND DATA ITEM DESCRIPTIONS (DIDS) (JAN 1992)

(a) Ordering Procedures for Acquisition Management System And Data Requirements Control List (AMSDDL), DoD 5010.12-L, and DIDs listed therein. The AMSDDL and all DIDs and UDIDs listed therein are stocked at the Defense Printing Service Detachment Office (DPS), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistant Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial And Government Entity (CAGE) number
- (2) Complete mailing address
- (3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L)
- (4) The quantity of documents desired (The maximum quantity issued per item is five (5))

Mail orders to: DODSSP, Standardization Document Order Desk
700 Robbins Avenue, Bldg. 4D
Philadelphia, PA 19111-5094

Fax orders to: (215) 697-2978

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available only four (4) times per year. The cost per set is \$400.00. Cut-off date for orders are 1 July, 1 October, 1 January and 1 April.

(c) Subscriptions. A subscription service is available to private industry for a cost of \$16.00 per year. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. DPS supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or contracting officer of the military activity citing the need for the document.

L-315 NAPS 5252.215-9000 SUBMISSION OF COST OR PRICING DATA (NOV 1987)

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data (SF 1411) with its proposal.

(b) If, after receipt of the proposals, the contracting officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide certified cost or pricing data as requested by the contracting officer.

L-425 UNREASONABLY LOW HOURLY RATES/RISK ASSESSMENT

Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score. Discussions may be held with offerors proposing unrealistically low rates (if the offeror is in the competitive range) and such offeror will be required to:

- (a) demonstrate an understanding of the requirement for which unrealistically low rates are proposed;
- (b) address the ability to provide the caliber of labor required;

(c) understand that the Government fully expects to order the effort under the low priced rate categories and that the offeror's performance will be carefully assessed to ensure that the appropriate caliber of support was provided.

L-426 LABOR COMPENSATION PLANS FOR PROFESSIONAL EMPLOYEES

Proposals that include hourly rates for exempt employees which are based on more than a 2080 hour workyear shall be identified as Uncompensated Overtime, defined in DFARS 252.237-7019, incorporated by reference herein, and evaluated in accordance with the Uncompensated Overtime Evaluation clause in Section M. Offerors are advised that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (i.e., Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Work Week).

If the offeror decides to include uncompensated effort in his proposal, the following requirements shall be met and reflected in the proposal:

(a) The offeror must have an established cost accounting system, approved by the Defense Contract Audit Agency (DCAA) which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.

(b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 413.

(c) The proposal shall clearly identify hours of uncompensated effort proposed by labor category.

(d) The proposal shall clearly identify the amount of uncompensated effort which will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the offeror controls or schedules uncompensated overtime for its' employees as well as where the uncompensated effort will be accomplished.

(e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.

(g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour work week or a 2080 hour standard year. **IT IS THIS COST BREAKDOWN WHICH WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION.**

(h) The requirements stated in paragraphs (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

L-427 PROPOSAL OF FIXED FEE POOL ON INDEFINITE DELIVERY TYPE CONTRACTS

Prime contractor proposals shall, as a minimum, separately identify the cost and fee of each subcontractor proposal. Additionally, the prime contractor shall propose two fee amounts: (1) the prime contractor fee on subcontractor total cost (including fee) and consultant total cost, and; (2) the prime contractor fee on prime contractor cost. The sum of these two fee amounts plus the subcontractor(s) fee comprises the proposed fixed fee pool. Cost proposals shall be submitted in the following format:

Prime Contractor Labor
Prime Contractor Overhead
Other Direct Costs (ODCs)
 Material
Subcontractor A Total Cost (No Fee)
Subcontractor B Total Cost (No Fee)
Subcontractor C Total Price (Non-fee bearing)*
G & A
 SUBTOTAL (Total Cost)

Subcontractor Fee
 Subcontractor A Fee
 Subcontractor B Fee
Prime Fee on:
 Subcontractor A Cost & Fee
 Subcontractor B Cost & Fee
Prime Fee on Prime Cost LESS Subcontractor Cost
 SUBTOTAL (Fixed Fee Pool)**

Material
Material Handling

Total Proposed (Total Cost + Fee Pool)

*Where it is not possible to separate fee from the hourly cost proposed by subcontractors (for example, consultants, temporary employees hired through agencies, etc.), then the contractor shall propose these hourly costs as ODCs. For technical evaluation purposes, these ODC hours will be included in total labor hours. Therefore they should be identified under a labor category in Section L. These hours are non-fee bearing and will not be included in the computation of fee per hour in the Section B clause entitled "Fee Determination and Payment (IDTC)."

**For additional information on fee determination and payment from the fixed fee pool refer to clause B-6.

L-520 ALTERNATIVES TO MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS

(a) The Department of Defense is--

(1) Committed to minimizing the use of military and federal specifications and standards; and

(2) Seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The offeror--

(1) Is encouraged to identify and propose alternatives to specifications and standards cited in this solicitation;

(2) May submit a proposal to the Contracting Officer that, as a minimum, consists of--

(i) A copy of the proposed alternatives;

(ii) A comparison of the proposed alternatives to the specifications or standards cited in the solicitation; and

(iii) An analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If an alternative proposal is not considered for the instant procurement, it will be considered for future procurements. If the Contracting Officer does not accept the offeror's proposed alternative, the offeror agrees to perform in accordance with the specified requirements.

L622 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST (JAN 1992)

This solicitation contains a clause on Organizational Conflict of Interest which is to appear in any contract awarded hereunder. The language of the clause and the application of FAR Subpart 9.5 to this procurement are, however, subject to negotiation prior to submission of best and final offers. Prospective offerors are requested to furnish with their proposals, any information, if any, which may have a bearing on any existing or potential conflict of interest within the meaning of the clause in the schedule.

PROPOSAL SUBMISSION REQUIREMENTS

L-630 INSTRUCTIONS FOR SUBMITTING PROPOSAL

(A) PROPOSAL ORGANIZATION.

Proposals shall be submitted in three (3) volumes: Volume I contains the "Business" proposal, Volume II contains the "Other Factors" proposal and Volume III contains the "Level of Confidence" proposal.. Three (3) copies of the Business Proposal (include one diskette (Excel-size 3.5") of all cost spreadsheets), and six (6) copies of the Level of Confidence Proposal and Other Factors Proposal shall be submitted to the address(es) shown below:

a. If proposal is sent U.S.Mail, the mailing address is as follows:

SPAWAR Systems Center
P.O. Box 190022
North Charleston, SC 29419-9022
M/F Code 1116GH

b. If proposal is forwarded by common carrier (e.g., Federal Express, United Parcel Service, etc.)it shall be sent to the following address:

Receiving Officer
SPAWARSYSCEN Charleston
1639 Avenue B North
North Charleston, SC 29405-1639
M/F Code 1116GH

c. If proposal is HANDCARRIED, in person by a representative of the offeror/bidder, it shall be delivered to the BID BOX, which is located in the lobby of Bldg. 3147, One Innovation Drive, Naval Weapons Station, Hanahan SC.

Content is more important than quantity. The contractor shall limit the Other Factors Proposal, Volume II to 130 pages (this does not include resumes). Pages are to be typewritten on standard letter size paper (8 1/2 by 11). Fold outs (maximum page size of 8 1/2" x 17") are permitted and are considered to be 2 pages. Proposals are to be neat, legible and orderly. The proposal shall be submitted in Microsoft Word 6.0 or Word Perfect 6.0 using the following:

Font:	Times New Roman
Font style:	Regular or bold
Font Size:	12
Line Spacing:	Single
Character Spacing	
Spacing:	Normal
Position;	Normal

*****No cost or pricing information shall be included in the Other Factors Proposal*****

(B) PROPOSAL FORMAT. The offeror shall submit its proposal in the following indexed format:
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1. Title: BUSINESS PROPOSAL (VOLUME I)

TAB A	Cost Proposal (include diskette & outline of spreadsheets)
TAB B	Letters of Commitment
TAB C	Mandatory Requirements:
TAB C1	Total Professional Employees Compensation Plan
TAB C2	SB/SDB Subcontracting Plan (<i>if required</i>)
TAB C3	Facilities/Personnel Security
TAB C4	Conflict of Interest

2. Title: OTHER FACTORS PROPOSAL (VOLUME II) (No Cost or Pricing information shall be included in the Other Factors Proposal)

TAB A	Section I -Technical Approach
TAB B	Section II -Personnel Experience
TAB C	Section III - Management Structure
TAB D	Section IV - Small Business, Small Disadvantaged Business and Women-owned Small Business Participation

3. Title: LEVEL OF CONFIDENCE ASSESSMENT RATING DATA - (VOLUME III)

Failure to submit complete information in the manner prescribed above for either the Business Proposal, Other Factors Proposal, or Level of Confidence Data may be considered a “no response” and exclude the proposal from further consideration.

(C) BUSINESS PROPOSAL CONTENT (VOLUME I). The Business Proposal shall contain:

TAB A: Cost Proposal. The offeror’s cost proposal consisting of a properly completed and signed solicitation document. All cost information shall be included in the cost proposal. Information other than cost or pricing data is required to support price reasonableness and/or cost realism. **Attachment 06** provides a Standard Form 1448 (Proposal Cover Sheet) for use by offerors to submit information other than cost or pricing data. The cost proposal shall include a diskette (Excel - size 3.5”) of cost spreadsheet and an outline of the file names crossed referenced to worksheets. The information submitted shall be at the level described below:

INFORMATION OTHER THAN COST AND PRICING DATA REQUIREMENTS:

Under the requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining the reasonableness of the pricing. To assist in determining whether the prices proposed in your offer under this solicitation are “fair and reasonable,” your cooperation is requested in submitting a cost breakdown of the labor rates proposed. For each labor category (Base Year and each Option Year), the cost breakdown should contain the following information as a minimum:

1. Base Wage Rate (*include information on how composite rates are developed*)
2. Overhead Rate
3. General and Administrative Expense
4. Other Cost
5. Fee
6. Total Labor Rate as proposed

A SEPARATE BREAKDOWN SHALL BE PROVIDED ON THE FRINGE BENEFITS, WHETHER OR NOT THEY ARE INCLUDED IN THE OVERHEAD RATE.

Offerors are to identify any other additional costs that may be associated with performance and which are not already included in the Government’s identified Other Direct Cost or in the offeror’s indirect cost rates. The

decision as to whether costs are handled as direct or indirect costs rests with the offeror but shall be consistent with the offeror's approved cost accounting practices as disclosed in the Offeror's Disclosure Statement.

The cost breakdown should also include the Other Direct Cost (ODC) specified in Section B for which estimated amounts are shown, including any applicable loading factors at the prime and at the subcontractor/individual team member level. The cost breakdown shall indicate the offeror's total estimated proposed price for each year and cumulative for all years.

Any information submitted must support the cost proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale as needed to permit the contracting officer and authorized representatives to evaluate the documentation.

TAB B: Letters of Commitment (*reference Section II of the "Other Factors Proposal Content"*) The offeror shall provide Letters of Commitment from its CURRENT employees that state that they will remain employed by the Offeror and will work on the resulting contract, at the required place(s) of performance, if awarded to the Offeror. Letters of Commitment must be submitted for CONTINGENT hires, which are defined as person(s) who are not currently employed by the Offeror, but who have executed binding Letter(s) of Commitment for employment with the Offeror, contingent upon contract award at the required place(s) of performance.

The Letters of Commitment shall be identified by Resume Number and shall contain the proposed employee's signature. A signature of the employee on the resume form is considered insufficient. The Letter of Commitment must reflect that agreement has been reached on salary, benefits, and position (actual salary amount and benefits are not required in the Letter of Commitment).

Offerors are reminded that Letters of Commitment must be current, and Offerors are responsible for conforming their offer to reflect changes in the status of any contingency hire or current employee, which makes his/her prior commitment suspect (i.e., death, illness, relocation, acceptance of other employment).

TAB C: Mandatory Requirements as follows:

TAB C1: Total Professional Employees Compensation Plan. The Total Professional Employees Compensation Plan shall be submitted in accordance with the information listed below. Individual plans will be evaluated in accordance with FAR Clause 52.222-46 of this solicitation. The offeror shall indicate which proposed employees under any resulting contract will be eligible for which of the benefits, and at what benefit level. The offeror shall include, but not be limited to, the following:

(1) Section I - Salaries. The offeror shall submit proposed annual salaries for each category of professional employee to perform under the contract. The annual salaries shall be delineated for each year of performance specified in the contract (including options). If less than forty hours per week are worked, hours and hourly rates shall be specified. The salaries proposed shall track back to the cost proposal submitted under Volume I, paragraph a. above. In addition, the total estimated annual hours and total estimated hours to be worked under the contract shall be included.

(2) Section II - Fringe Benefits. The offeror shall submit proposed fringe benefits for professional employees to perform under the contract. The offeror shall specify each benefit proposed and also specify the percentage of the proposed fringe benefits to the proposed annual salary.

(3) Section III - Supporting Documentation. In addition, the offeror shall submit supporting documentation/information for (1) and (2) above, which includes data such as recognized national and regional compensation surveys and studies of professional, public, and private organizations, used in establishing the proposed total compensation structure. (Reference FAR Clause 52.222-46 of this solicitation.)

(4) Section IV - Other. The offeror may provide any other information deemed necessary.

OFFERORS ARE CAUTIONED THAT FAILURE TO SUBMIT A TOTAL PROFESSIONAL EMPLOYEES COMPENSATION PLAN AS OUTLINED ABOVE MAY CAUSE:

1. Adverse assessment of the proposal;
2. No further evaluation of the proposal; or
3. Rejection of the proposal

All Offerors proposing under this solicitation hereby assume the total responsibility of submitting the above plan and the total risk that may result from failure to submit the above plan as outlined above.

TAB C2: Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (*if required*). If the offeror is a large business, a copy of the current approved Master Subcontracting Plan or a new subcontracting Plan specifically developed for this solicitation shall be submitted as part of the Business Proposal for approval. The plan shall be submitted in accordance with FAR clause 52.219-9, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN and its Alternate II which outlines the information to be contained in the plan, i. e., separate goals for the base and each option year, etc. NOTE: In accordance with DFARS 215.605(b)(2) (A) (4), the Small Business, Small Disadvantaged Business and Women-Owned Small Business participation addressed and evaluated under the Other Factors portion of the proposal, shall be listed in any subcontracting plan submitted pursuant to FAR 52.219-9.

TAB C3: Facilities/Personnel Security. The contractor shall furnish evidence of willingness and ability to establish a facility as required by the statement of work in Section C, paragraph 3.4 Facilities. The data shall address the following elements in the order as listed:

- (i) A description of the facility location, availability, and the environmentally controlled space
- (ii) A description of the equipment relevant to the proposed contract
- (iii) Size of the facility
- (iv) Geographical location of the facility
- (v) Security of the facility as required by DD254

The contractor shall furnish evidence of willingness and ability to access Navy Joint Command classified operation areas. Address the key personnel with appropriate clearances as specified in the Section C, paragraph 3.6 Personnel Security Requirements.

TAB C4: Conflict of Interest. The contractor must accept an organizational conflict of interest clause substantially as stipulated in Clause H800 of Section H herein.

(D) OTHER FACTORS PROPOSAL CONTENT (VOLUME II)

The Other Factors Proposal shall be sufficient to enable technical requiring personnel to make a thorough and complete evaluation and to arrive at a sound determination as to whether the requirements of this solicitation are understood and satisfied. To facilitate this evaluation, the Other Factors Proposal shall be sufficiently specific, detailed and complete to demonstrate clearly and fully that the offeror has a thorough understanding of the requirements for, and technical problems inherent in, the requirements of this solicitation. In preparing the proposal, emphasis should be placed on brief, complete, and factual data in (as a minimum) the areas which are set forth in the Request For Proposal (RFP). Specifically, the offeror shall demonstrate experience and qualifications in each of the areas indicated under Section M - Evaluation Factors for award.

Pages are to be typewritten on standard letter size paper (8 1/2 by 11), single line spacing, print size shall be font size 12, font shall be Times New Roman. Length shall be limited to 130 pages. Maximum use should be made of tables and information summaries in describing the proposed effort. No cost or pricing information shall be included in the Other Factors Proposal.

Statements that the offeror understands, can, or will comply with all specifications and statements paraphrasing the specifications or parts thereof are considered insufficient. Phrases, such as “standard procedures will be employed” or, “well known techniques will be used,” etc., will be considered insufficient.

FORMAT: The Other Factors Proposal shall be presented in this format:

Introduction	
Table of Contents	
Executive Summary	
Section I (TAB A)	Technical Approach
Section II (TAB B)	Personnel Experience
Section III (TAB C) -	Management Structure
Section IV (TAB D)	Small, Small Disadvantaged Business and Women-Owned Small Business Participation

Information to be provided in each section is detailed below. If the offeror considers it necessary, additional information considered pertinent may be addressed in a General Introduction following the Executive Summary.

CONTENT.

(1) Executive Summary: The Executive Summary will abstract the technical information presented in the offeror’s proposal and will be no more than three pages in length. It shall stand alone, contain no illustrations or tabular data, and shall not refer to any section within the body of the proposal. The Executive Summary also shall state the offeror’s degree of willingness to devote resources to the proposed work and shall delineate the availability of competent and experience engineering, scientific, and other technical and managerial personnel for the proposed program.

(2) Section I (TAB A) - Technical Approach. This section shall show that the offeror understands the specific and unique program requirements of the efforts as outlined in the Statement of Work (SOW) tasks shown below. For each of the SOW task areas, the offeror should address its technical approach regarding understanding, method scheduling, personnel skill levels, problems, and facilities, including the following:

- (i) Demonstration of an understanding of the technical requirements through discussion of the work effort required, and how the offeror proposes to address these requirements.
- (ii) Discussion of anticipated problems, solutions, and other elements that the offeror believes to be significant to the performance of the SOW task area.
- (iii) Identification of any significant information/data/documentation that may be required; and likely sources.
- (iv) Preparation of work flow diagram(s).
- (v) Identification and definition of the deliverable products(s).
- (vi) A staffing plan for the SOW task area.

SOW TASK AREAS are as follow:

The areas listed below should be considered during the evaluation. While all of the elements identified may not be specifically addressed, the contractor's proposal should include a detailed explanation of a sufficient number of the elements to demonstrate that the contractor does have an appreciation for the work.

A. Systems Engineering Technical Assistance

Understanding of systems planning requirements, design, interface design, implementation planning and checkout of C2 systems.

B. Management Assistance

Understanding of program planning and management as it relates to Navy/Joint C2 Systems.

C. Configuration and Data Management

Understanding of Configuration Management policy and procedures. The contractor shall furnish technical and management support resources for studies, analyses, and reports relative to configuration and data management policy, procedures, reporting and document control.

D. Integrated Logistics Support (ILS)

Understanding of ILS and procedures. The contractor shall provide the technical and management support resources for ILS.

E. Test and Evaluation

Understanding of the Test and Evaluation process. The contractor shall provide support resources for test and evaluation planning and conduct.

F. Reliability and Maintainability (R&M)

Understanding of R&M policy and procedures. The contractor shall provide resources for R&M planning and evaluation.

G. Installation

Understanding of installation requirements, policy and procedures. The contractor shall provide the technical and management support resources for installation of the C2 system equipment.

H. Software Engineering Support

Knowledge of software development, testing, maintenance, and documentation policy and procedures.

I. Security Engineering Support

Understanding of security requirements under which Navy/Joint C2 systems operate when handling classified information. The contractor shall provide the technical and management support resources for studies, analyses and reports relative to security requirements as they relate to Command and Control Systems Automatic Data Processing Equipment (ADPE) security, hardware and software security, communications security, personnel security, administrative security, physical security and TEMPEST.

J. Human and System Safety Engineering

Understanding of human and system safety engineering, analysis, design, and implementation. The contractor shall provide the technical and management resources for studies, analyses and reports to support Human Engineering and System Safety Program efforts in the installation of new, upgrades or transition C2 equipment, subsystems or systems.

(Knowledge of Navy Systems)

1. *Knowledge of Navy/Joint C2 Systems.* In depth working knowledge of Navy/Joint C2 systems including operational and technical concepts, and interoperability requirements.
2. *System Acquisitions.* Demonstrated familiarity with new system acquisition development process and upgrade planning.
3. *Knowledge of existing C2 Systems.* Demonstrated working knowledge of existing C2 systems current status, existing problems and potential problems, and alternate and recommended solutions to problems identified.
4. *Knowledge of C2 systems communication.* Demonstrated working knowledge of C2 systems communication connectivity/data flow.

(3) Section II (TAB B) - Personnel Experience. The offeror shall provide current resumes for all personnel proposed. The offeror shall show the availability of personnel and **percentage of their time to be dedicated to this contract.** (Charts are encouraged to reflect this information.) Resumes shall address each individual's experience as it relates specifically to the SOW and personnel categories identified in this solicitation. Education, unique skills, current and past duties, and experience in positions of authority and responsibility (such as designated program manager) should be included. The qualifications set forth in the Personnel Qualifications paragraphs of Section C represent those requirements that are considered to be required in terms of performance under the proposed contract. The degree to which an offeror's proposed personnel meet the qualifications will be determined. A sample resume format is provided in **Attachment 02** of this solicitation.

IN ADDITION TO THE ABOVE AND AS PART OF THE **BUSINESS** PROPOSAL, LETTERS OF COMMITMENT OF EMPLOYMENT SHALL BE PROVIDED FOR ALL RESUMES SUBMITTED, REGARDLESS OF WHETHER THE PROPOSED PERSONNEL ARE CURRENTLY EMPLOYED BY THE OFFEROR OR ARE CONTINGENT HIRES, IN ORDER THAT CREDIT MAY BE RECEIVED FOR THAT INDIVIDUAL.

All work under the terms of this contract will be performed in an efficient and workmanlike manner by personnel who are familiar with the type of work being performed. The contractor warrants that employees used on the work will, on the average, be as efficient as the average employees performing similar duties in the contractor's own organization and will in all cases meet or exceed the minimum requirements set forth for the respective labor categories.

The Contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. The Contractor must have the qualified personnel organization and administrative control necessary to ensure that the finished products shall conform to each task order. If the Contracting Officer questions the qualifications or competence of any person(s) performing under the contract, the burden of proof to sustain that person(s) is/are qualified as prescribed herein shall be upon the Contractor.

An individual's resume can be submitted for more than one category; however, an individual may count for the required number of resumes in only one category. If more than the required number of resumes are submitted for a particular category, the offeror shall specify which of them shall be evaluated. No credit will be given for additional resumes submitted over the required amount.

NOTE: The resumes which are required to be submitted as part of the Other Factors proposal **should represent those personnel scheduled to perform a majority of the work effort for each of the applicable labor categories.** These resumes should reflect the highest percentage of effort scheduled to be performed for each labor category.

The following establishes the required number of resumes to be submitted for each key labor category:

<u>KEY LABOR CATEGORY</u>	<u>NUMBER OF RESUMES REQUIRED</u>
Project Manager	1
Task Manager (Systems Engineer)	1
Task Manager (Software Engineer)	1
Task Manager (Logistics)	1
Task Manager (Installation)	1
Task Manager (Test and Evaluation)	1
Task Manager (Security Engineer)	1
Task Manager (Configuration/Data Management)	1
Task Manager (Human Engineer)	1
Task Engineer/Analyst Senior	1
Task Engineer/Analyst Junior	1
Software Analyst	1
Logistics Specialist	1
Electronic Technician	<u>5</u>
TOTAL	18

NOTE: After contract award, resumes for all additional personnel in labor categories listed in Section C, paragraph 3.10 "Personnel Qualifications" **must** be submitted for approval by the Government before that employee can work under this contract.

3. Section III (TAB C) - Management Structure. Include a management plan for the proposed effort, including a personnel utilization plan. Information shall be provided regarding the overall corporate structure and implementation of the proposed effort within the offeror's organization. Responsibilities, authorities, and accountability shall be well-defined so as to provide a clear understanding of the offeror's ability to support, manage and control all the tasks set forth in the SOW. Include budgeting, staffing and scheduling controls to be implemented. An organization chart shall be included for each group (i.e., department, branch) at the local level for this contract. If the labor categories offered are not directly related to the technical categories identified, an

appropriate cross-reference shall be provided. A plan for personnel retention and augmentation shall be presented as well as an indication of what work will be subcontracted and the procedures for finding and obtaining qualified subcontractors. The management plan also shall address the offeror's plans to provide the quality control and interfaces required to assure efficient, on-schedule performance of the work identified for this effort, especially in teaming and subcontracting. The offeror specifically shall address cost and performance control and tracking procedures, reporting systems, deliverable tracking systems and anticipated problem areas for resolution. Document the company's ability to provide the dedicated management and technical support identified in an efficient and effective manner, commencing on the effective date of the contract.

(4) Section IV (TAB D) - Small, Small Disadvantaged Business and Women-Owned Small Business Participation.

Offers will be evaluated on the extent of participation of small, small disadvantaged business and women-owned small business in performance of this contract.

Offerors shall provide information concerning the following subfactors::

- (i) Identification of specific small business, small disadvantaged business and women-owned small business participation in contract performance.
- (ii) Extent of commitment to use such firms including enforceability of that commitment.
- (iii) Complexity and Variety of work that will be performed by specific small businesses, small disadvantaged businesses and women-owned small businesses.
- (iv) Percentage of estimated total acquisition dollar value to be performed by such businesses.
- (v) Realism of the proposal approach for the participation of specific small businesses, small disadvantaged businesses and women-owned small businesses.

In order for the Government to accomplish this evaluation, offerors shall provide the information requested in the Contractor Performance Data Form For Small, Small Disadvantaged and Women-Owned Small Business Participation Evaluation provided as **Attachment 03** of this solicitation and include the same as Section IV of the offeror's Other Factors Proposal

(E) LEVEL OF CONFIDENCE ASSESSMENT RATING DATA (VOLUME III)
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Note: Proposals that fail to contain complete information in the manner prescribed for the Level of Confidence Data may be considered a "no response" and may result in the exclusion of the proposal from further consideration.

Offerors which have no past performance information (i.e., new businesses), must submit a signed and dated certification statement to that effect. This certification applies only if an offeror has no information available on past contract performance.

Under this section of the proposal, two factors shall be addressed, experience and past performance.

The level of confidence data shall provide the following information: The offeror shall submit a description of its most current, (latest five contracts within the last three years), previous government contracts (prime contracts and major subcontracts) completed, or in performance, for like or similar units produced or projects executed or relevant to the effort required by this solicitation. If no like or similar contracts have been performed, provide the most current five contracts completed or in performance. Commercial contracts may be included if necessary. The description shall include the below listed information in the following format:

- Identify in specific detail for each previous contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation
- Your or your subcontractor's (subcontractors proposed for this effort) CAGE and DUNS numbers
- Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the contractor's corporate entity and among proposed subcontractors. Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. "Significant" is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g. \$500,000 or more) and/or in terms of criticality of the subcontracted work to the whole.
- Government or commercial contracting activity, address and telephone number
- Procuring Contracting Officer's (PCO's) name and telephone number
- Government or commercial contract administration activity, and the name and telephone number of the Administrative Contracting Officer (ACO)
- Government or commercial contracting activity technical representative, COR, or end user, and telephone number
- Contract number
- Contract award date
-
- Contract type
- Awarded price/cost
- Final or projected final, price/cost
- Original delivery schedule or period of performance
- Final or projected final, delivery schedule or period of performance
- A narrative explanation on each previous contract listed describing the objectives achieved and any cost growth or schedule delays encountered. For any Government contracts which did not/do not meet original requirements with regard to either cost, schedule, or technical performance, a

brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letters received on each previous contract listed and description of any corrective action by the offeror or proposed subcontractor.

- The offeror shall also provide the above required information for any and all contracts it has had terminated for default, in whole or in part, during the past three years, to include those currently in the process of such termination as well as those which are not similar to the proposed effort. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.
- The offeror may describe any quality awards or certifications that indicate the offeror possesses a high quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.
- Offerors shall include in their proposal, the written consent of their proposed significant subcontractors to allow the government to discuss the subcontractor's past performance evaluation with the offeror during negotiations.
- Data demonstrating the offeror's success in meeting its Subcontracting Plan goals, including history of commitment to, and timely payment to, small business, women-owned small business and small disadvantaged business, including historically black colleges, universities and other minority institutions as required in Federal Government contracts. (Applies only if this solicitation incorporates FAR clauses 52.219-8 and 52.219-9)
- Offerors may use and are encouraged to use, the "Contractor Performance Data Sheet" attached to this solicitation as Attachment 04 for submission of the above data.
- Offerors may use and are encouraged to use, the "Experience Matrix" attached to this solicitation as **Attachment 05** to provide a list of former and present customers and subcontractors within the past three years. Instructions for completion of the matrix are provided in the Attachment. The matrix provides a method for obtaining a list of references and associating each reference with specific work of the prospective contract. The first column in the table is for references. The remaining columns are headed by the contract statement of work or specification work elements. Insert the information (name, address, point(s) of contact, and telephone number) about the references (one reference for each contract performed for a customer) in the reference column, at the beginning of each row of the matrix. Indicate the work performed for the reference by inserting a "P" or an "S" in the row cells to the right of the reference entry. A "P" indicates the offeror was a prime contractor; the "S" indicates that it was a subcontractor. A subscript (1, 2, etc.) should be

included for each subcontract entry to indicate the subcontract tier. Provide a list of all first tier subcontractors for each prime contract reference entry, and the name of the offeror's customer for each subcontract reference entry.

The Government will assess the breadth, depth, relevance, and currency of the offeror's experience based on data provided in **Attachment 04** and **Attachment 05** by the offerors and independent data as available.

CAUTION: Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to determine the offeror level of confidence assessment rating. Since the government may not necessarily interview all of the sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. The government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete experience/past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a low level of confidence rating by the government.

L-816 PRICING OF DATA ON DD FORM 1423 - SOLICITATIONS (89JUL)

(a) The caption of Block 18 on DD 1423 is herewith changed to read "TOTAL PRICE" in lieu of "ESTIMATED TOTAL PRICE."

(b) The contractor's instructions for completion of DD 1423 on reverse side thereof are revised by deleting the word "estimated" throughout Item 17 and 18 wherever shown.

(c) Offeror is requested to insert TOTAL PRICE, if any, of data for each exhibit sequence number shown on attached DD Form 1423. Price, if any, should be shown in Block 18 for each exhibit sequence number. If there is no charge for the data or if the data is not separately priced, offeror should show "NSP" in Block 18 for each exhibit sequence number. No price should be inserted nor should the entry "NSP" be shown in Section B of the Schedule for such data.

(d) In the absence of any entry for price of data on DD Form 1423, offeror's proposal or bid will be evaluated and award may be made on the basis that data is not separately priced (NSP), and award documents will specify "NSP."

(e) Where price is shown for data on DD Form 1423, such price will be included in the evaluation of offers and in the total price of any contract awarded hereunder.

PART IV
SECTION L (Reference)
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

1. *NOTICE: The following solicitation provisions and/or contract clause pertinent to this section are hereby incorporated by reference:*

I. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS	
PARAGRAPH	PROVISION TITLE & DATE
52.215-5	Solicitation Definitions (JUL 1987)
52.215-7	Unnecessarily Elaborate Proposals or Quotations (APR 1984)
52.215-8	Amendments to Solicitations (DEC 1989)
52.215-9	Submission of Offers (MAR 1997)
52.215-12	Restriction on Disclosure and Use of Data (APR 1984)
52.215-13	Preparation of Offers (APR 1984)
52.215-14	Explanation to Prospective Offerors (APR 1984)
52.215-15	Failure to Submit Offer (MAY 1997)
52.215-16	Contract Award (OCT 1995)
52.215-16	Contract Award (OCT 1995) - ALTERNATE I (OCT 1995)
52.215-30	Facilities Capital Cost of Money (SEP 1987)
52.222-24	Preaward On-Site Equal Opportunity Compliance Review (APR 1984)
52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting (DEC 1991)
252.206-7000	Domestic Source Restriction (DEC 1991)
252.237-7019	Identification of Uncompensated Overtime (APR 1992)

**PART IV
SECTION M
EVALUATION FACTORS FOR AWARD**

**M-219 DFARS 252.219-7006 NOTICE OF EVALUATION PREFERENCE FOR SMALL
DISADVANTAGED BUSINESS CONCERNS (MAY 1995)**

(a) *Definitions.*

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) *Evaluation Preference.*

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns, which have not waived the preference;
- (ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;
- (iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference could cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) Waiver of Evaluation Preference.

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

_____ Offeror elects to waive the preference

(d) Agreements.

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for---

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern, historically black college or university, or minority institution regular dealer submitting an offer in its own name, agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns, historically black college or universities, or minority institutions in the United States, except, as provided in Section 8051 of Pub. L. 103-139 and Section 8012 of Pub. L. 103-335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(3) Upon request, a historically black college or university or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

M-406 EVALUATION OF OPTIONS

Cost proposals will be evaluated by adding the total estimated cost and fixed fee for all option years to the total estimated cost and fixed fee for the base year of performance.

M-615 SINGLE AWARD FOR ALL ITEMS (JAN 1992) (NAVSUP)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the responsive offeror whose offer is considered to be in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

M650 EVALUATION FACTORS FOR AWARD

GENERAL

In accordance with the Section L clause FAR 52.215-16 entitled "Contract Award" of the Solicitation Instructions and Conditions, it is expected that the contract award resulting from this solicitation will be made to that responsible offeror whose proposal conforms to the solicitation and which represents the best overall expected value to the government based on Other Factors, Level of Confidence Assessment Rating and Price/Cost. The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer. The government's evaluation of all proposals submitted will be assessed against the evaluation criteria set forth below in descending order of relative importance unless otherwise stated. Best value will be determined by comparing differences in the value of other factors with differences in the level of confidence assessment rating and cost to the government. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award. In making this comparison, the government is more concerned with obtaining superior other factors than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve slightly superior technical features.

Prospective offerors are forewarned that an acceptable proposal with the lowest price may not be selected if award to a higher priced proposal affords the Government a greater overall benefit. The Government may elect to pay a price premium to select a technically superior offeror and/or an offeror affording a higher level of confidence.

Other Factors and Level of Confidence Data will be significantly more important than price, but price should not be ignored. Offers received will be evaluated by the Government on the basis of price/cost and on the basis of information provided by the offeror in accordance with clause L-630 "Instructions for Submitting Proposal" of this solicitation. It should be noted that Section L contains a description of the information to be submitted, which will be evaluated under the criteria listed below.

EVALUATION CRITERIA

1.1 OTHER FACTORS PROPOSAL. The following Other Factors proposal areas are listed in descending order of importance:

1.1.1 Technical Approach. This factor will be used to assess each offeror's depth of understanding of the solicitation's requirements, and the adequacy and credibility of each offeror's approach. The offeror's proposal will be evaluated on the basis of whether or not: (1) a thorough understanding of the purpose and objectives of the scope of work, (2) problem comprehension, and (3) a sound technical approach are demonstrated, satisfying the objectives of the Statement of Work (SOW) task areas and the requirements of the sample tasks as follows:

(SOW)

The areas listed below should be considered during the evaluation. While all of the elements identified may not be specifically addressed, the contractor's proposal should include a detailed explanation of a sufficient number of the elements to demonstrate that the contractor does have an appreciation for the work.

A. Systems Engineering Technical Assistance

Understanding of systems planning requirements, design, interface design, implementation planning and checkout of C2 systems.

B. Management Assistance

Understanding of program planning and management as it relates to Navy/Joint C2 Systems.

C. Configuration and Data Management

Understanding of Configuration Management policy and procedures. The contractor shall furnish technical and management support resources for studies, analyses, and reports relative to configuration and data management policy, procedures, reporting and document control.

D. Integrated Logistics Support (ILS)

Understanding of ILS and procedures. The contractor shall provide the technical and management support resources for ILS.

E. Test and Evaluation

Understanding of the Test and Evaluation process. The contractor shall provide support resources for test and evaluation planning and conduct.

F. Reliability and Maintainability (R&M)

Understanding of R&M policy and procedures. The contractor shall provide resources for R&M planning and evaluation.

G. Installation

Understanding of installation requirements, policy and procedures. The contractor shall provide the technical and management support resources for installation of the C2 system equipment.

H. Software Engineering Support

Knowledge of software development, testing, maintenance, and documentation policy and procedures.

I. Security Engineering Support

Understanding of security requirements under which Navy/Joint C2 systems operate when handling classified information. The contractor shall provide the technical and management support resources for studies, analyses and reports relative to security requirements as they relate to Command and Control Systems Automatic Data Processing Equipment (ADPE) security, hardware and software security, communications security, personnel security, administrative security, physical security and TEMPEST.

J. Human and System Safety Engineering

Understanding of human and system safety engineering, analysis, design, and implementation. The contractor shall provide the technical and management resources for studies, analyses and reports to support Human Engineering and System Safety Program efforts in the installation of new, upgrades or transition C2 equipment, subsystems or systems.

(Knowledge of Navy Systems)

1. *Knowledge of Navy/Joint C2 Systems.* In depth working knowledge of Navy/Joint C2 systems including operational and technical concepts, and interoperability requirements.
2. *System Acquisitions.* Demonstrated familiarity with new system acquisition development process and upgrade planning.
3. *Knowledge of existing C2 Systems.* Demonstrated working knowledge of existing C2 systems current status, existing problems and potential problems, and alternate and recommended solutions to problems identified.
4. *Knowledge of C2 systems communication.* Demonstrated working knowledge of C2 systems communication connectivity/data flow.

1.1.2 Personnel Experience.

This factor will be used to assess the experience of the offeror's personnel relevant to the requirements of the solicitation. Key personnel may include subcontractors and consultants. The education and experience levels of the personnel which the contractor proposes to assign to each task, and evidence of employment commitment, will be reviewed and evaluated. Experience in conducting readiness assessments, computer-aided acquisition and logistics support, configuration management, automated procurement, material management and other acquisition and logistics initiatives will be evaluated to determine that an individual's experience clearly demonstrates an ability to successfully perform tasks as set out in the statement of work. Such evaluations will include a determination of whether the proposed personnel meet or exceed the required qualifications specified in Section L.

1.1.3 Management Structure.

(a) Organization and Staffing. These factors will be used to assess the adequacy and credibility of each offeror's organization and staffing plans proposed to support the required effort. The proposal will be evaluated on the basis of whether or not (1) the offeror's proposed organization can satisfy all solicitation requirements, (2) the offeror's proposed organization will provide the most effective and economical performance on all solicitation tasks, and (3) the corporate training program will maintain a high level of expertise for the duration of the contract. The suitability of the labor categories offered, and the number of hours for each category (i.e., the mix of labor relative to the total level of effort required for each task in the SOW) will also be evaluated.

(b). Management Plan. This factor will be used to assess the offeror's adequacy in managing technical tasks to support the required effort. Evaluation will be based on the management plan described in Section L 4 (5) Management Structure. The proposer shall present a management plan that clearly explains how the proposer will manage and control all the tasks set forth in the statement of work, as well as the budgeting, staffing and scheduling controls to be implemented. The Proposed management plan will be evaluated to determine its feasibility and effectiveness for accomplishing the tasks specified in the statement of work.

1.1.4 Small, Small Disadvantaged Business and Women-Owned Small Business Participation.

Subfactors I through IV are considered to be of equal importance. Subfactor V will be a multiplier applied to the sum of subfactors I through IV.

I. Identification of specific small business, small disadvantaged business and women-owned small business participation in contract performance.

II. Extent of commitment to use such firms including enforceability of that commitment.

III. Complexity and Variety of work that will be performed by specific small businesses, small disadvantaged businesses and women-owned small businesses.

IV. Percentage of estimated total acquisition dollar value to be performed by such businesses.

V. Realism of the proposal approach for the participation of specific small businesses, small disadvantaged businesses and women-owned small businesses.

1.2 LEVEL OF CONFIDENCE ASSESSMENT DATA. The Government will develop a Level of Confidence Assessment Rating for each offeror. This rating factor will reflect the Government's degree of confidence that the offeror will keep the promises it made in its proposal. The rating will be used to adjust the Government's evaluation of the offeror's Other Factors proposal, and may be highly influential to the determination of which offeror represents the best overall expected value. The Government will evaluate the offeror's reputation for conforming to specifications and to standards of good workmanship, for accurately estimating and controlling costs, for adherence to contract schedules (including the administrative aspects of performance), for reasonable and cooperative behavior and commitment to customer satisfaction, and for having a businesslike concern for the interests of the customer. The Government also will evaluate the depth, breadth, relevance, and currency of the offeror's work experience.

In case of an offeror who has submitted a certification statement in accordance with clause L-630 (i.e., new business) with respect to which there is no information available on past contract performance or the proposed employees for the offeror, and the Government has no information available regarding the offeror's past performance, that offeror will not be evaluated favorably or unfavorably on past performance.

A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element any result in an overall low level of confidence assessment rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

Offerors are cautioned that in conducting the level of confidence assessment rating, the Government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

The Government will consider the following factors when developing the Level of Confidence Assessment Rating. The following factors have equal importance:

The Government will consider the following factors when developing the level of confidence assessment rating . The following factors (Past Performance and Corporate Experience) are of equal importance.

1.2.1 Corporate Performance

The Government will evaluate each offeror's experience. The evaluation will be a subjective assessment of the offeror's experience with work of similar nature, scope, complexity, and difficulty to that which must be performed under the prospective contract contemplated by this solicitation. The objective of the evaluation is to determine the degree to which the offeror has previously encountered the kinds of work, uncertainties, challenges, and risks that it is likely to encounter under the prospective contract; and to develop insight into the offeror's relative capability and the relative risk associated with contracting with the offeror.

The Government's evaluation will be based primarily--but not necessarily entirely--on the information provided on the experience matrix form and the reference data forms that are completed by the offeror and submitted with its proposal. See RFP Section L for instructions about the preparation of the experience reference matrix form and the reference data forms. The Government will evaluate the work performed for each reference for similarity to the work required under the contemplated contract. The more similar that the work performed for the reference is to the contemplated work, the more valuable the experience to the Government. The Government reserves the right to consider information other than that included on the offeror-prepared forms. The Government also reserves the right to decide not to contact all of the references provided by the offeror.

All references must be for work performed within the last three years. The Government will not evaluate or otherwise credit the offeror with experience obtained prior to that date. Offerors should provide references only for experience which was similar to the scope, complexity, and difficulty of the tasks which must be performed under the contemplated contract.

The offeror will be credited with subcontractor experience only to the extent that a subcontractor's experience relates to the work that the subcontractor will perform. The Government's evaluation of subcontractor experience will be based primarily--but not necessarily entirely--on the information on the experience reference matrix form and the reference data forms that are completed for each subcontract and submitted with the offeror's proposal. See Section L about preparation of those forms for subcontractors.

The Government intends to award a contract without discussions, as provided in FAR 15.215-16 Alt II. Nevertheless, the Government may communicate with an offeror in order to clarify, verify, or obtain additional information about its experience. Such communications will not constitute discussions within the

meaning of FAR, and will not obligate the Government to make a competitive range determination, conduct discussions, or solicit or entertain revised proposals or best and final offers.

1.2.2 Past Performance

The Government will assess each offeror's past performance. The assessment will be a subjective, but unbiased, judgment about the quality of an offeror's past performance. The Government will use its subjective assessment to determine an offeror's relative capability and trustworthiness, and thus the relative reliability of the offeror's promises. The determination of which offeror is the best value will reflect both the value of offerors' promises and the reliability of those promises as determined, in part, by their past performance. Thus the Government may value an offeror with a superior record of past performance more highly than an offeror whose past performance is satisfactory, even though the offeror with the satisfactory record made better promises in its proposal.

The Government may base its judgment about the quality of an offeror's past performance on:

- (1) records of objective measurements and subjective ratings of specified performance attributes, if available, and
- (2) statements of opinion about the quality of specific aspects of an offeror's performance, or about the quality of an offeror's overall performance. The Government may solicit information from an offeror's customers and business associates, state and local government agencies; and from other persons and organizations. The Government reserves the right to limit the number of references it decides to contact and to contact references other than those provided by the offeror.

The performance attributes which the Government will assess include, for example: the offeror's record of conforming to contract requirements, including the administrative aspects of performance; the offeror's reputation for good workmanship; the offeror's record of forecasting and controlling costs; the offeror's record for adhering to contract schedules; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's reputation for demonstrating a business-like concern for the interests of its customers.

In accordance with FAR 52.215-16 Alternate II, the Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

A past performance survey will be conducted. This survey will be based on the quality of the offeror's past performance, including consideration of the past performance of any proposed subcontractors. The following subfactors will be considered and are of equal importance:

- (i) The offeror's record for on-time delivery.
- (ii) The offeror's record for good technical quality.
- (iii) The offeror's record for cost control.
- (iv) The offeror's record of conforming to specifications and to standard of good workmanship.
- (v) The offeror's history for reasonable and cooperative behavior and commitment to customer satisfaction and business-like concern for the interests of the customer.
- (vi) The offeror's management, planning, and scheduling of subcontractors on past service contracts.

1.3 COST FACTOR: A Cost Proposal shall be submitted in accordance with Section B set forth in this solicitation. For each proposal, the Other Factors criteria and Level of Confidence Assessment Rating (LOCAR) are **significantly** more important than cost. As stated above, award may not necessarily be made to the offeror submitting the lowest cost. Although cost is not the controlling factor in award of a contract under this solicitation, it is an important factor and should not be ignored. The degree of its importance will increase with the degree of the equality of the proposals in terms of the Other Factors and LOCAR on which selection is to be based. Where competing proposals are found to be substantially equal technically (Other Factors and LOCAR), cost may be the controlling factor in award. Cost proposals will be evaluated for cost realism and reasonableness. The evaluation will result in the Government's Adjusted Cost Estimate for each proposal, which will be used for the best value selection by the Government.

1.3.1 *Cost Realism.* Cost realism evaluation will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/cost; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work efforts included in the technical proposal, and/or other cost-related information available to the Contracting Officer. Proposed costs may be adjusted, for purposes of evaluation, based on the results of the cost realism evaluation.

1.3.2 *Uncompensated Overtime Evaluation.*

(i) The use of uncompensated overtime as defined in DFARS 252.237-7019, Identification of Uncompensated Overtime (APR 1992) (see Section I), is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

(ii) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in Section L provision, Labor Compensation Plans for Professional Employees, will be used for cost evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

1.3.3 *Evaluation of Options* Cost Proposals will be evaluated by adding the total estimated cost and fixed fee for all option years to the total estimated cost and fixed fee for the base year of performance.. Evaluation of options will not obligate the Government to exercise the option(s).

1.3.4. *SDB Evaluation Preference:* The Government will give offers from SDB concerns, a preference in the cost evaluation in accordance with clause 252.219-7006 as stated above. Offers will be evaluated by adding a factor of ten percent (10%) to the total adjusted cost realism amount (reference paragraph 1.3.1) of all offers that are not from SDB concerns and to offers from those SDB concerns that waive the SDB evaluation preference except those costs estimated by the Government for travel and material as outlined in clause B119001. The Government shall limit the application of the preference only to those portions of the offer which are actually priced by the offerors (i.e., proposed cost and rate applications

1.4 MANDATORY REQUIREMENTS. In the event that a proposal contains a deficiency in a mandatory area listed below, the proposal may be determined to be unacceptable, regardless of an otherwise overall acceptable rating:

1.4.1 Total Professional Employee Compensation Plan. The information provided under the Total Professional Employee Compensation Plan will be evaluated by the Government on a pass/fail basis to determine if the offeror's plan and supporting documentation demonstrates the offeror's ability to meet the provisions of FAR Clause 52.222-46.

1.4.2 Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (if required). If the offeror is a large business, the offeror shall submit a copy of the current approved master Plan, or a new Plan for approval. The plan will be evaluated by the Government on a pass/fail basis to determine if the offeror's plan and supporting documentation meets the requirements of FAR Clause 52.219-9 "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996).

1.4.3 Facilities/Personnel Security. The ratings for this section are either Pass or Fail. If an offeror fails either of the factors below which are required by the RFP, then the offeror will be rates Unacceptable.

1.4.3.1 Facilities. The offeror must have a facility within a 50-mile radius of SPAWARSYSCEN DET NORFOLK and within a 50-mile radius of SPAWARSYSCEN CHARLESTON headquarters building in Hanahan, with sufficient resident professional staff to provide quick reaction capability. Offerors who have a facility within a 50-mile radius in existence within 30 days after contract award will be considered as having met this criteria. The facilities will be evaluated in accordance with the SOW which includes, but is not limited to, having an environmentally controlled meeting the security, location, size and capability as specified.

1.4.3.2 Personnel Security. The engineering support to be provided by the contractor requires access to Navy Joint Command classified operational areas. Without appropriate clearances, individuals can not gain access to these areas. The contractor will be evaluated on having key personnel with appropriate clearances as specified in the SOW.

1.4.4 Conflict of Interest. The offeror must accept an organizational conflict of interest clause substantially as stipulated in Clause H800 Section H herein. This information will be evaluated by the Government on a pass/fail basis.